



## UNCONDITIONAL AND ABSOLUTE GUARANTY AGREEMENT

In consideration of the undertaking by Apodaca Bonding Group hereinafter, "the company," to perform certain obligations under a bail bond agreement between the company and

hereinafter, "Defendant," which obligations have been undertaken by the company at the specific request of \_\_\_\_\_,

hereinafter, "Guarantor," Guarantor guarantees payment to the company of the amount of the bail bond plus any court costs incurred by the company in defending any forfeiture action, should the Defendant default in his or her performance under the said bail bond agreement. A copy of the agreement is attached hereto and made a part hereof for all purposes, except that it is not binding upon the company until and unless it has been executed by the Defendant and any applicable fees have been paid.

All obligations under this note remain in full force and are not terminated, modified or otherwise affected: (i) by revocation of the Bond; (ii) by any change in the status of the Bond or the surety's liability under the Bond; (iii) by any change in the status of court proceedings for which the Bond was posted; or (iv) by any change in whereabouts or status of the Defendant. This note shall become null and void only if all premium amounts and obligations under the Bond have been paid or satisfied, and otherwise, this note shall remain in full force and effect.

Guarantor's guarantees of payment and performance are unconditional and absolute. Guarantor acknowledges and agrees that the event of default or breach of the agreement by Defendant, Guarantor is liable to the company for the full amount of the bond or bonds issued by the company under the agreement, plus any additional costs incurred by the company in defending a forfeiture action and/or locating or apprehending the Defendant or returning the Defendant to court. Guarantor further waives all demands for payment, presentation of payment, notices of maturity, protests, and notices of protest.

This guarantee is irrevocable, absolute, and continuing. It is binding upon Guarantor, his heirs, assigns, devisees, legal representatives, and personal representatives.

No failure by Apodaca Bonding Group to exercise, and no delay on the part of Apodaca Bonding Group in exercising, any right under this agreement shall operate as a waiver of any such right. This agreement and the documents incorporated herein constitute the entire agreement of the parties and no additional provisions are contemplated unless they are in writing and signed by the party against whom they are sought to be enforced.

This agreement shall be construed under the laws of the State of Texas. Guarantor agrees that venue and jurisdiction for the enforcement for this agreement or any provision thereof lie exclusively in El Paso County, Texas.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
Signature of Guarantor (Co-signer)

\_\_\_\_\_  
Printed name of Guarantor (Co-signer)

\_\_\_\_\_  
Address of Guarantor (Co-signer)