

**COLLATERAL AGREEMENT AND
AFFIDAVIT OF OWNERSHIP**

SECTION ONE: DEPOSIT OF COLLATERAL

(a) **PARTIES:** This Agreement, dated on _____, 200____. has been freely and voluntarily entered into by the parties _____ (hereinafter Agent) and _____ (hereinafter "Depositor" or "I").

(b) **AMOUNT OF DEPOSIT:** I, do hereby deposit with the Agent, collateral in the amount of \$_____ in connection with collateral receipt number _____. This collateral is deposited with the Agent in connection with the case of State v._____ which is to be heard in the in the _____ Court of _____ in _____ County. I, the Depositor have deposited these funds with the Agent for use in accordance with the provisions set forth herein.

(c) **COLLATERAL:** I understand that this property, real or personal, is being deposited with Agent as security for the possible satisfaction of a debt in accordance with the terms and conditions set forth in section two (§2).

SECTION TWO: USE OF COLLATERAL

(a) **JUDGMENTS:** If the defendant fails to appear in court the bail bond posted herein will be forfeited by the judge. Notice of the forfeiture will be sent to the Surety and/or its Agent and the parties then have seventy (75) days within which to locate, apprehend or surrender the defendant to the jurisdiction of the court pursuant to the New Jersey Rules of Court, specifically Rule 3:26-7 or Rule 7:4-6. If the defendant is not located apprehended or surrendered to the authorities within seventy-five (75) days from the date of the notice a judgment will be entered against the defendant and/or its Agent and the Surety. The Agent may use the collateral to satisfy the judgment entered herein in accordance with Rule 3:26-6(c) and Rule 7:4-5(c). If the collateral does not satisfy the entire amount of the judgment the Depositor is responsible to provide the Agent with those additional funds necessary to satisfy the judgment.

(b) **SETTLEMENTS:** If the defendant fails to appear in court the bail bond posted herein will be forfeited by the judge. Notice of the forfeiture will be sent to the Surety and/or Agent. The parties then have seventy (75) days within which to locate, apprehend or surrender the defendant to the jurisdiction of the court pursuant to the New Jersey Rules of Court, specifically Rule 3:26-7 or Rule 7:4-6. If the defendant is not located apprehended or surrendered to the authorities within seventy-five (75) days from the date of the notice that a judgment will be entered in this matter. Either before or after the entry of a judgment the Surety and /or its Agent(s) may be required to employ the services of recovery agents (either in-house or independent contractors) to locate, apprehend or surrender the defendant. If the defendant is located, apprehended or surrendered to the authorities the Agent may be required to retain the services of an attorney to engage in litigation and/or settle this matter for less than the judgment amount. By executing this document, the Depositor agrees that the Collateral herein, or any portion thereof remaining, may be used to satisfy the invoices and/or retainers of those individuals who perform any of the services described in this paragraph as well as the settlement costs negotiated on behalf of the Surety and/or Agent.

(c) **ADDITIONAL SUMS:** In the event that the judgment, settlement, retainers or recovery fees in either subsection (a) or (b), exceed the amount of the collateral deposited herein, the Depositor is responsible for the balance due to satisfy the judgment, settlement or fees due herein. No use of the collateral posted herein shall constitute a waiver or the accord and satisfaction of the judgment or settlement claim.

(d) **AUTHORIZATION:** I hereby authorize that the collateral deposited herein, to be used to satisfy those conditions set forth in section 2, subsections (a) and/or (b) (§2 §§(a),(b)).

SECTION THREE: RETURN OF COLLATERAL

(a) **CONDITIONS PRECEDENT:** I understand that the collateral deposited herein will not be returned until the conditions set forth in this collateral agreement have been met.

(b) **FINAL DETERMINATION:** The collateral deposited herein will **not** be returned to the Depositor until the defendant's case has reached a final determination. The Depositor understands that a final determination of the defendant's case occurs when (1) the case against the defendant is dismissed; (2) the defendant is found "not guilty" either by a finder of fact; or (3) the defendant is sentenced after conviction. The Depositor shall be responsible for providing Agent with written proof that one of the three (3) conditions have been met.

(i) **PRE-TRIAL INTERVENTION:** In New Jersey Pre-Trial Intervention (PTI) is a diversionary program for certain first offenders. Entry of the defendant into PTI is not a final determination of the defendant's case. Depositor is not entitled to a return of collateral if the defendant is enrolled in the PTI Program. Upon defendant's completion of the PTI program Depositor must provide Agent with a copy of the "Order of Dismissal" of the defendant's case.

(c) **VERIFICATION:** All documentation provided to Agent is subject to verification for authenticity. No collateral will be returned until such time as Agent is satisfied that the terms and conditions set forth herein have been satisfied.

(d) **THIS RECEIPT:** Depositor must bring to Agent his/her a copy of this receipt. Collateral money will only be returned to the individual who has completed the affidavit of ownership herein.

(e) **TIME:** Collateral, or any portion thereof, will be returned to the "Depositor" within fourteen (14) business days subject to the provisions herein.

SECTION FOUR: INTERPRETATION

- (a) **BINDING AGREEMENT:** This document is the entire agreement between the parties and neither the Depositor nor the Agent has made any promise or guarantee to the other which is not contained in this contract. The agreement can be changed only in writing signed by both the Depositor and the Agent. This contract binds all parties who sign it and all who succeed to their rights and responsibilities.
- (b) **LAW:** The laws of the State of New Jersey shall govern the interpretation of this agreement.
- (c) **INVALID PROVISION:** In the event that any section, subsection, or provision of this Agreement is declared by statute or a court of competent jurisdiction to be illegal or void, such subsection shall be deemed severed from the Agreement, and all other sections, subsections, terms, conditions, and provisions shall remain in full force and effect.

SECTION FIVE: SIGNATURES:

(a) **DEPOSITOR'S SIGNATURE:** By signing below, I acknowledge that I have received a copy of this "Collateral Agreement and Affidavit of Ownership" and that I understand its terms.

IN WITNESS WHEREOF, the parties by duly authorized representative hereto have set their hands to this Agreement.

PAID BY: _____
DEPOSITOR

RECEIVED BY: _____
AGENT for _____

Sworn to and subscribed to before me on this
____ day of _____ 200____

AFFIDIVIT OF OWNERSHIP

I, _____, the Depositor, being duly sworn upon my oath, according to law, depose and say that I am the lawful owner of the \$ _____ deposited with the Agent as collateral in the above-entitled case. I understand that the full amount of the collateral is refundable to me, unless otherwise ordered by the Court.

DEPOSITOR

Sworn to and subscribed to before me on this
____ day of _____ 200____
