

## CONTROL AND TRANSFER AGREEMENT

This control and Transfer Agreement dated \_\_\_\_\_ (The "Agreement") is by and between the Dallas County Bail Bond Board, (the "DCBBB"); \_\_\_\_\_, a licensed Bail Bondsman or Texas licensed Attorney in Dallas County (the "Debtor"); and \_\_\_\_\_, a financial institution licensed and regulated by the federal government, and insured by the Federal Deposit Insurance Corporation or other similar financial institutional insuring agency (the "Bank").

### **PREAMBLE**

The Bank has established an account in the name of the Debtor, account number \_\_\_\_\_, in the amount of \_\_\_\_\_, to hold one certificate of deposit owned by the Debtor, as evidenced by the original book entry print-out from the Bank, as attached hereto and made a part of this agreement.

Debtor has granted the DCBBB a security interest in the Account and has placed the Dallas County Treasurer on the original Bank entry print out as additional evidence thereof.

The DCBBB, Debtor and Bank are entering this Agreement to perfect the security interest of the DCBBB in the Account which will serve as security as described in Texas Occupations Code § 1704.160 for a bail bond license in Dallas County.

### **TERMS**

**Section 1. The Account.** The Debtor hereby represents and warrants that he is the lawful owner of the Account, that there are no liens, claims, pledges or other encumbrances against the account, and the Debtor has the legal right and power to make this Agreement. All parties agree that the Account is a "Deposit Account" within the meaning of Article 9 of the Uniform Commercial Code (the "UCC") as codified by the State of Texas within Chapter 9 of the Texas Business Commerce Code; and that this Agreement subjects all property held by the Bank in the Account to a security interest "perfected by control of the collateral" within the meaning of Article 9 of the UCC. Without the prior written consent of the DCBBB and Debtor, the Bank will not agree with any third party to comply with entitlement orders or other directions concerning the Account originated by such third party.

**Section 2. Priority of Lien.** The security interest in favor of the DCBBB is subject only to a lien, claim or right of setoff that the Bank may have, now or in the future, against the Account or any property carried in the Account, on account of the non-payment by Debtor of any customary fees or charges imposed by Bank in connection with the Account. The Bank agrees to provide notice to the DCBBB and the Dallas County Treasurer before exercising its setoff rights against Debtor.

**Section 3. Control.** Subject to the provisions of Section 2, the Bank will comply with entitlement orders originated by the DCBBB concerning the Account without further consent by the Debtor, and will not comply with any entitlement orders or other directions concerning the

Account originated by Debtor without the prior written consent of the DCBBB. Notwithstanding the foregoing, until the Bank receives written direction from the DCBBB to the contrary, the Bank may deliver any interest credited to the Account in accordance with the Debtor's instructions.

**Section 4. Limited Responsibility of the Bank.** The Bank shall have no responsibility or liability to the DCBBB for action or directions from the Debtor with respect to the delivery of interest credited to the Account that is received by the Bank before Bank receives written direction from the DCBBB to the contrary, and has had a reasonable opportunity to act on such direction. The Bank shall have no responsibility or liability to the Debtor for complying with entitlement orders or other directions concerning the Account originated by the DCBBB, and shall have no responsibility to investigate the appropriateness of any such entitlement order or direction, even if Debtor notifies the bank that the DCBBB is not legally entitled to originate any such entitlement order or direction. The Bank shall be able to rely upon any notice order from the DCBBB that it reasonably believes to be genuine. This Agreement does not create any obligation or duty on the part of the Bank other than those expressly set forth herein.

**Section 5. Claims Against the Bank.** The Bank shall not be liable for any costs, expenses, damages, liabilities or claims, including attorneys' and accountants' fees (collectively the "Losses") incurred by or asserted against the DCBBB in connection with its obligations or activities hereunder, except those Losses arising out of the breach of fiduciary duty, bad faith, gross negligence, or the criminal acts or omissions on the part of Bank. In no event shall the Bank be liable hereunder to the DCBBB or Debtor for special, indirect, or consequential damages.

**Section 6. Indemnification of the Bank.** The Debtor hereby agrees to indemnify and hold harmless the Bank, its directors, officers, agents and employees against any and all claims, causes of action, liabilities, lawsuits, demands and damages, including without limitation, any and all court costs and reasonable attorney's fees, in any way related to or arising out of or in connection with this Agreement or any action taken or not taken pursuant hereto, except to the extent caused by the Bank's breach of fiduciary duty, bad faith, gross negligence or criminal acts or omissions.

**Section 7. Other Agreements.** In the event of a conflict between this Agreement and any other agreement between the Bank and the Debtor, the terms of this Agreement will prevail.

**Section 8. Termination.** The Bank reserves the right, unilaterally, to terminate this Agreement, such termination to be effective thirty (30) days after written notice thereof is received by the Debtor and the DCBBB.

**Section 9. Transfer.** For value received, the Debtor jointly and severally assigns, sets over and transfers to the Dallas County Treasurer ("the Treasurer") on behalf of the DCBBB, the Account. It is understood and agreed that this Agreement is made for the purpose of securing the payment of any and all legal judgments growing out of the forfeiture of bail bonds executed by the Debtor as required in the Texas Occupations Code Chapter 1704. The DCBBB waives any right to interest or entitlement dividends arising from the Account. Any insurance proceeds issued by

the FDIC, or any other similar financial institutional insuring agency, in favor of the Debtor for any and all accounts in the name of the Debtor at this Bank, shall first be applied toward this Account, as defined herein.

**Section 10. Authority.** The Debtor hereby irrevocably authorizes and empowers the DCBBB to redeem the Account if the Debtor fails to satisfy judgments within thirty (30) days subsequent to the date of issue by presentment of a judgment to the DCBBB or the Treasurer.

**Section 11. Amendments.** Except as otherwise provided herein, no amendment, modification or termination of this Agreement, nor any assignment of any rights hereunder shall be binding on any party hereto unless it is in writing and is signed by each of the parties hereto, and any attempt to so amend, modify, terminate or assign except pursuant to such a writing shall be null and void. No waiver of any rights hereunder shall be binding on any party hereto unless such waiver is in writing and signed by the party against whom enforcement is sought.

**Section 12. Confirmation.** The Bank and Debtor agree that at least once a year the Bank will provide the DCBBB or the Treasurer with written confirmation of the funds held by the Bank on behalf of the DCBBB or the Treasurer. In the event the Bank fails to provide the written confirmation of the funds held by the Bank, it shall be the responsibility of the Debtor to secure such written confirmation. If the funds held by the Bank are not confirmed at least once a year in writing, the Debtor will be deemed to have insufficient security under Texas Occupations Code §§ 1704.160(i); 1704.253(a).

**Section 13. Severability.** If any term of provision set forth in this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

**Section 14. Successors.** The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or heirs and personal representatives. This Agreement may be assigned by the County, provided written notice thereof is given by the County to the bank and the Debtor.

**Section 15. Notice.** Except as otherwise provided herein, any notice, order, instruction, requestor other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or three (3) days after the date mailed by certified or registered United States mail, return receipt, postage prepaid, and addressed to the party at the address set forth below:

**County:**

**Dallas County Bail Bond Board:  
Attn: Sheriff's Department/Bond Administration  
Frank Crowley Courts Building  
133 N. Riverfront Boulevard, LB31  
Dallas, Texas 75207  
(214) 653-2755**

Page 3 of 5

**Debtor:**                      **Name**  
                                    **Address**

**Phone:**

**Bank:**                      **Name**  
                                    **Address**

**Phone:**

Any party may change its address for notices in the manner as set forth above.

**Section 16. Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to the conflicts of law provision and exclusive venue shall be in Dallas County, Texas.

**AGREED, SIGNED AND ACCEPTED the date first written below by:**

**Dallas County Bail Bond Board:**  
**By its Presiding Officer or Designee**

(X) \_\_\_\_\_

(Printed Name): \_\_\_\_\_

For Notarization by the DCBBB:

STATE OF TEXAS            §

§

COUNTY OF DALLAS      §

This instrument was acknowledged, subscribed and sworn to before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the **Presiding Officer, or Designee, of the Dallas County Bail Bond Board**, who is personally known to me.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**The Bank's Signature:**

(X) \_\_\_\_\_

(Printed Name): \_\_\_\_\_

For Notarization by the Bank:

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged, subscribed and sworn to before me on the on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the **Officer of the Bank**, who is personally known to me.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**The Debtor's Signature:**

(X) \_\_\_\_\_

(Printed Name): \_\_\_\_\_

For Notarization by the Debtor:

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledge, subscribed and sworn to before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the **Debtor and a Licensed Bail Bondsman in Dallas County; an Officer of an Insurance Company licensed to write bail bonds in Dallas County; or a Texas licensed Attorney**, who is personally known to me or whose Texas bar license number is \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_