

# ESCROW AGREEMENT

Case Number \_\_\_\_\_

## STATE OF ALABAMA

IN THE CIRCUIT COURT OF \_\_\_\_\_, ALABAMA  
(Name of County)

Bail Company \_\_\_\_\_ Bank \_\_\_\_\_

It being the desire of the bail company to purchase (a) certificate(s) of deposit in the total amount of twenty-five thousand dollars (\$25,000) which shall be in the name of the bank, as Escrow Agent for the bail company; this document and its terms are submitted for approval and acceptance by the presiding judge of the circuit court, and after approval and acceptance is given by the presiding circuit judge, then this document and its terms shall constitute the surety bond or escrow agreement in accordance with and as required by Rule 7.1 of the Alabama Rules of Criminal Procedure and Section 15-13-160 et seq., Ala. Code 1975. The approval and acceptance shall be evidenced by the signature of the presiding judge of the circuit court being executed hereto.

The provisions and terms of this escrow agreement shall be as follows:

Upon receipt of twenty-five thousand dollars (\$25,000) from the bail company, there shall issue (a) certificate(s) of deposit in the name of the bank, as escrow agent for the bail company. The certificate(s) of deposit may be reissued from maturity date to maturity date so long as the principal sum(s) shall not be less than a total sum of twenty-five thousand dollars (\$25,000) and the reissuance shall conform to the requirements and terms of this agreement. The bank shall send to the circuit clerk copies of the original certificate(s) of deposit as heretofore mentioned and copies of any and all reissued certificate(s) of deposit issued hereunder. The certificate(s) of deposit shall remain in escrow and they may not be withdrawn or converted without prior consent of the presiding circuit judge, and such consent shall be in writing.

All interest earned from the certificate(s) of deposit shall be paid to the bail company as agreed to between the bail company and the bank.

The bank is hereby authorized to pay from the certificate(s) on receipt from an order of the presiding circuit judge, to the State of Alabama or its political subdivision and the payment is hereby guaranteed to the full amount of the deposit for twenty-five thousand dollars (\$25,000), all sums of monies that may become due to the State of Alabama or any of its political subdivisions by virtue of a judgment absolute being rendered against the bail company on a forfeiture of bail. The aggregate liability of the bank shall not exceed the twenty-five thousand dollars (\$25,000) so deposited and the bank, bail company, or both, may cancel this agreement as to any future liability by giving thirty (30) days written notice of cancellation to the circuit clerk of the county, providing there are no pending judgments against the bail company and provided further that the liability upon all outstanding bonds upon which the bail company may be liable, or may become liable, has been extinguished or discharged according to law.

Upon the approval and acceptance by the presiding circuit judge, this document shall become effective.

ACCEPTED AND EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

Bail Company: \_\_\_\_\_  
By: \_\_\_\_\_ Its: \_\_\_\_\_

I hereby approve and accept the terms and conditions of the preceding Escrow Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

STATE OF ALABAMA \_\_\_\_\_ COUNTY \_\_\_\_\_  
Presiding Circuit Judge

I, \_\_\_\_\_, a notary public in and for the state and county, do hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_\_ the above-named bail company, signed the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of the bail company, on the day the same bears date.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
NOTARY PUBLIC

Bank: \_\_\_\_\_

Approved By: \_\_\_\_\_ Its: \_\_\_\_\_

STATE OF ALABAMA \_\_\_\_\_ COUNTY \_\_\_\_\_

I, \_\_\_\_\_, a notary public in and for the state and county, do hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_\_ the above-named bank, signed the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of the said bank, on the day the same bears date.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
NOTARY PUBLIC