

RULE AND REGULATION 1

REGULATION OF BAIL BOND BUSINESS

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SECTION 1. PURPOSE

The purpose of this Rule and Regulation ("rule") 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, codified as Ark. Code Ann. Section 17-19-101 et seq.

SECTION 2. AUTHORITY

This rule is issued pursuant to the authority vested in the Board under Ark. Code Ann. Sections 25-15-201, et seq., 17-19-106 and all other applicable provisions of Arkansas law.

SECTION 3. EFFECTIVE DATE AND APPLICABILITY

This rule shall be effective July 1, 2003 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 as used in this rule shall have the following meaning:

- A. "Board" shall mean the Arkansas Professional Bail Bond Company and Professional Bail Bondsman Licensing Board/Arkansas Professional Bail Bondsman Licensing Board;
- B. "Director" shall mean the Executive Director of the Board;
- C. "Company" shall mean a professional bail bond company as defined by Ark. Code Ann. Section 17-19-101(7);
- D. "Bail bondsman" shall mean a professional bail bondsman as defined by Ark. Code Ann. Section 17-19-101(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 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;
- K. Surety shall mean the person/company responsible for the appearance of the defendant in court;
- L. Private Investigator shall mean an Arkansas licensed private investigator as defined by A.C.A. . 17-40-102(9);
- M. Bail Enforcement Agent/Bounty Hunter shall mean a person who is offered or given any compensation by a bail bond company/ agent or surety in exchange for assisting the bail agent or surety in apprehending or surrendering any defendant. This does not preclude the right of bail agents or sureties to hire counsel or to ask assistance of law enforcement officers.
- N. Stacking shall mean executing more than one bond to avoid exceeding a bondsman's current Qualifying Power of Attorney.
- O. "Direct Supervision" means the person is in the physical presence of, and acting pursuant to instructions from, an Arkansas licensed bail agent.

SECTION 5. BAIL BOND FORM

Every bail bond issued by a professional bail bond company or its licensee(s) shall conform exactly to the forms prescribed in Appendices "A" and "B", shall have attached to it a "Statement of Bail and Payment Received" as prescribed in Appendix "C" and shall be preprinted with sequential numbers.

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 Board a Qualifying Power of Attorney from the company, specifying the authority limits of each of its licensees. A new Qualifying Power of Attorney must be submitted to this Board immediately for any increases, decreases or other changes made between licensing periods.
- B. The original Qualifying Power of Attorney increase, signed by the agent/attorney-in-fact, must be received by the Board office prior to an agent initiating a bond for the increased amount.
- C. Qualifying Power of Attorney increases shall not be submitted for the purpose of allowing an agent to write a bond which violates his/her existing Qualifying Power of Attorney or with the intent of reversing the increase subsequent to the bond being written.
- D. The Qualifying Power of Attorney shall be executed in the form prescribed in Appendix "D" of this rule.
- E. All licensed bail bond agents shall, at any time they are writing bonds, carry a current copy of their Qualifying Power of Attorney that is on file with the Arkansas Professional Bail Bond Licensing Board.
- F. Only one power of attorney per bond, not exceeding the agent's Qualifying Power of Attorney, is allowed, unless a court has separated the charges and amounts of bonds. Powers of attorney shall not be stacked.
- G. 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 include 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 "A" of this rule and shall have Item 2" preprinted.**

A sole proprietor of a company shall include on bonds he executes an affidavit of sole proprietorship in the form prescribed by Appendix □B□ of this rule.

SECTION 8. COMPANY CODES

- A. Upon issuance of a license to a professional bail bond company, the Board shall assign an alpha code which will be exclusive to that company. For each individual licensee of that company, the Board will assign a consecutive numerical code.
- B. Company codes and individual bond numbers shall be preprinted sequentially in the upper right hand corner of all bail bonds, powers of attorney, statements of bail and premium receipts executed by the licensee. Agent codes may be written in ink between the company code and the bond number.

SECTION 9. QUARTERLY REPORTS

- A. Every company shall file with the Board a quarterly report as required by Ark. Code Ann. Section 17-19-303(c). The report shall be made in the form as prescribed in Appendix "E" of this rule. The form shall be either typed or computer generated. Bonds required to be listed should be listed in sequential number order.
- B. The quarterly report 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. Quarterly reports must be received by the Board on the above referenced due dates by 4:30 p.m.
- D. Companies may request an extension of time for filing a Quarterly Report by submitting a written request to the Director. Such request must be received and approved in advance of the due date, and must be for good cause shown.
- E. If the quarterly report is not received as required by Subsection "C" above and no extension has been granted pursuant to Subsection "D" above, the offending company will be immediately suspended.

- F. A penalty of One Hundred Dollars (\$100.00) per day will be assessed until the report is received, beginning the day after the report is due.
- G. The company license will be reinstated upon the payment of said penalty and the signing of consent order.

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. The amount of unsecured bond commitments that a bail bond company can have outstanding at any given time will be determined by the Board or its Designee pursuant to Ark. Code Ann. Section 17-19-304.
- B. Companies using the "ten (10) times" formula must submit financial statements prepared in accordance with standards established by the American Institute of Certified Public Accountants.
- C. If a professional bail bond company exceeds the unsecured bond commitment amount prescribed by Ark. Code Ann. Section 17-19-304, such company will have twenty (20) days from the date of written notice from the Board to bring its unsecured bond commitment into compliance with Code requirements. However, no unsecured bonds shall be written by any company while such company is out of compliance.
- D. 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.
- E. The license of any company which fails to cure its violations of Ark. Code Ann. Section 17-19-304 may be suspended by order of the Board, 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 Board finds that an unrectified violation exists, it may revoke the license of the offending company.

SECTION 12. CLEAN IRREVOCABLE LETTER OF CREDIT

- A. Every company posting a clean irrevocable letter of credit with the Board pursuant to Ark. Code Ann. Section 17-19-205(a)(2)(A) shall post such letter using the form approved by the Board and contained in Appendix "F" of this rule. Copies of the clean irrevocable letter of credit may be obtained from the Board. Substituted forms from financial institutions are not acceptable.

SECTION 13. CERTIFICATES OF DEPOSIT

Any certificate of deposit filed with the Board pursuant to Ark. Code Ann. Section 17-19-205(a)(1) shall be a certificate of deposit issued by an Arkansas or federally chartered bank located in Arkansas.

SECTION 14. LICENSES

- A. All company owners/officers/directors/stockholders/partners will be required to apply to the Identification Bureau of the Department of Arkansas State Police for a state and nationwide criminal records check to be conducted by the Federal Bureau of Investigation. The criminal records checks will be required for any company licensee regardless of whether the owner/applicant is a licensed Arkansas bail bondsman.
- B. Changes in ownership or changes to the corporate structure of any Arkansas licensed bail bond company shall be transmitted to the Board via a completed bail bond company application indicating the change. Criminal record checks will be submitted for those owners/officers/directors/stockholders/partners not previously listed.
- C. Names of applicants for an agent license will be forwarded by the Board office to sheriffs, police chiefs and prosecutors for references. Negative replies shall be investigated to determine if licensing infractions exist.
- D. Company licensees will go through the same procedure as an agent licensee in regard to letters to sheriffs, police chiefs and prosecutors. This applies to all sole proprietors, partners,

stockholders and officers.

- E. Any application for a company license will be approved or denied by the Board. There will be no fictitious names used in the bail bond business. Company applications containing fictitious names will be returned by the Board office.
- F. Any applicant for an agent license will be approved or denied by the Board or its designee.
- G. In the case of an agent's application being denied by the Board Designee, the applicant can appeal said decision to the Board.
- H. Applicants for an initial bail bondsman license who satisfactorily complete the examination and meet the other qualifications and requirements prescribed by law, including eight (8) hours of beginning education, shall be licensed by the Board.

SECTION 15. LICENSE REQUIRED

- A. A licensed bail bond agent must carry a current copy of his/her company's license, his/her bail bond agent license and a current copy of his/her Qualifying Power of Attorney and must present same, when initiating a bail bond if documents are requested by authorized person(s).
- B. The signature of the agent issuing the bond must be affixed to the bond. Bonds shall not be pre-signed by the agent nor shall any licensee sign another agent's name.
- C. Any licensed bail bondsman or licensed bail bond company who permits any person not so licensed to solicit or engage in the bail bond business in his/her/its behalf or any professional bail bond company or professional bail bond agent who permits any bail bond to be executed to effect the release of a defendant without being physically present shall be deemed in violation of Ark. Code Ann. Section 17-19-201.
- D. 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 16. LICENSE RENEWAL, HEARINGS, REVOCATION OR SUSPENSION OF LICENSE

All Professional Bail Bond Company Licenses issued under Ark. Code Ann. §17-19-101 et.seq. expire on December 31 of every year. Renewal of both professional bail bond company and professional bail bondsman licenses is required prior to December 31 to prevent expiration.

- A. Every Arkansas Licensed bail bond company shall submit its renewal packet by December 1 of each year to ensure renewal of both the company license and the bail bondsman licenses by January 1 of the next year.
- B. Renewal packets received after December 1 will be processed; however, a penalty of one hundred dollars (\$100.00) per day will be assessed until the packet is received, beginning December 2 and continuing through December 31.
- C. Company and bondsman renewal applications received after December 15 but prior to December 31 will be processed on the corresponding day in January of the following year. (Example: Packet received December 16 will be processed on January 16 of next year). No bonds shall be issued by any company or bondsman after December 31 until the new license is issued and received by the bond company/bondsman.
- D. Renewal applications for a Professional Bail Bond Company or for a Professional Bail Bondsman license received after December 31, will be treated as applications for initial license. All applicants will be treated as applicants for a new license and will have to complete the entire licensing process.

SECTION 17. LICENSE DENIAL - COMPANY

A bail bond company license shall not be issued or renewed if any owner, partner, stockholder or officer:

- A. Has been convicted of a felony or any offense involving moral turpitude;
- B. Is regularly or frequently employed by:

- (1) A court of law; or
- (2) A public law enforcement agency;
- C. Is an attorney licensed by the State of Arkansas or an employee of any such attorney;
- D. Is a person or entity who is found by the Board to be incompetent, untrustworthy, financially irresponsible or of doubtful personal and business reputation;
- E. Is a person or entity whose license has been previously revoked.

SECTION 18. LICENSE DENIAL - BONDSMAN

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

- A. Is regularly or frequently employed by:
 - (1) A court of law; or
 - (2) A public law enforcement agency.
- B. Is an attorney licensed by the State of Arkansas or an employee of any such attorney.
- C. Has been convicted of a felony or any offense involving moral turpitude.
- D. Is found by the Board to be incompetent, untrustworthy, financially irresponsible or of doubtful personal and business reputation;
- E. Is a person whose license has been previously revoked.

SECTION 19. 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 Board pursuant to Ark. Code Ann. Section 17-19-205(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 Board 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 more than \$10,000.00 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 the property's 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 20. 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 Board 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 Board a replacement security in an amount equal to or greater than the amount of the security for which release is sought, and the replacement security must be 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, stating that the company has satisfied all its outstanding liabilities, both actual and potential; that no outstanding forfeitures against the company remain; 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 21. COLLATERAL; FIDUCIARY RELATIONSHIP

When a bail bond company/agent takes physical possession of collateral, a pre-numbered written receipt must be given reflecting the following:

- (1) the name, address and telephone number of the professional bail bond company;
- (2) the name and signature of the person giving collateral;
- (3) the bail bond number(s) for which collateral is posted;
- (4) a description and approximate value of collateral received;
- (5) the purpose for collateral received; and
- (6) the name and signature of the bail bond agent.

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.

At no time shall collateral be converted to the personal use of the licensee or bail bond company prior to any forfeiture.

SECTION 22. RETURN OF EXCESS COLLATERAL ON FORFEITURE; EXPENSES

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 23. 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 of 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.

The principal shall be entitled to a refund of his premium when the bondsman fails to secure the defendant's release from actual custody.

SECTION 24. ALLOWABLE CHARGES

- A. The premium allowed by Ark. Code Ann. Section 17-19-301 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 25. 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 setting aside a forfeiture which has already occurred.

SECTION 26. 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 Board 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 issuance of notice, the Board 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 Board may order a hearing for the licensee to show cause why his license should not be revoked.
 - (4) Any company whose license is revoked by the Board pursuant to a show cause hearing must immediately discontinue operations. Telephone service, signs and other forms of advertising and communication shall be disconnected and the offices locked.
- B. When a final unpaid civil judgment of forfeiture is forwarded to the Board pursuant to Ark. Code Ann. Section 17-19-208(b)(1), the Board shall notify the licensee involved by certified mail. If the forfeiture judgment remains unpaid for ten (10) days following

issuance of notice, the Board may administratively suspend the license and make claim against the licensee's security deposit up to the allowable amount of ten thousand dollars (\$10,000.00).

SECTION 27. BAIL BOND COMPLAINT FORM AND PROCEDURES

Complaints may be filed and hearings will be conducted pursuant to A.C.A. § 17-19-209 and ACT 1477 of 1999.

Any person desiring to make a complaint concerning an alleged violation of Ark. Code Ann. Sections 17-19-201, 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 Board. The form must be signed by the complaining party under penalty of perjury and notarized.

SECTION 28. COMPLAINTS

- A. All complaints will be investigated by the Executive Director or his/her designee.
- B. At the discretion of the Board, the Executive Director may hold informal hearings in reference to a complaint or a formal hearing before the Board may be set by the Executive Director. The respondent company/agent may request a formal hearing before the Board.
- C. The respondent company/agent may appeal the Director's findings at an informal hearing to the Board.
- D. If any person or company regulated by this Board files a complaint or causes a complaint to be filed against another person or company regulated by this Board and said complaint is ultimately determined by the Board to be a complaint without merit, the complaining party shall be brought before this Board for appropriate disciplinary action pursuant to A.C.A . 17-19-210.

SECTION 29. 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 30. NOTICE OF CHANGE OF ADDRESS; COOPERATION

- A. Every professional bail bondsman and professional bail bond company shall notify the Board in writing of any change of his/her/its principal business address and/or his/her 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 Board or an employee thereof. Every licensed professional bail bondsman and/or company shall fully cooperate with any examination or investigation conducted by the Board.
- 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 Board, or failure to otherwise cooperate with the requirements of subsections (A) or (B) of this section, shall be grounds for automatic suspension.

SECTION 31. 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 as prescribed in Appendix "C":

- (1) the name of the bail bondsman;
- (2) the name, address and telephone number of the professional bail bond company;
- (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 32. EXAMINATIONS

After a person passes the examination for licensure, he shall have one (1) year from the date that the examination result is certified to apply for a license. If he applies for a license more than one (1) year from the date the examination result is certified, he shall be required to retake and pass the examination before a license can be issued.

SECTION 33. RECORD RETENTION

All records required herein shall be maintained for a period of five (5) years at one central location. If the records are kept at a location other than the mailing address on file at the Board, then such address must be submitted to the Board in writing with a notation that such address is where the records are maintained.

SECTION 34. COMPANY APPOINTMENT

A professional bail bondsman can represent no more than one professional bail bond company at a time.

SECTION 35. ADVERTISING

- A. All advertising pursuant to Ark. Code Ann. Section 17-19-109 shall prominently display the company name, i.e., the company name shall be larger than the agent's name. (See Appendix "H".)
- B. There will be no fictitious names used in the bail bond business. All advertising will be in the name of the licensed company only.

SECTION 36. HEARING OFFICER

The Board may appoint a hearing officer to preside at hearings pursuant to A.C.A. . 25-15-213 and who may, if authorized by the Board, prepare a proposal for decision pursuant to A.C.A. . 25-15-210.

SECTION 37. APPREHENSION OF DEFENDANTS

No person shall represent himself/herself to be a bail enforcement agent, bounty hunter or similar title.

No professional bail bond company/bondsman shall permit or authorize any person to apprehend a defendant on bail unless that person is qualified pursuant to A.C.A. § 16-84-114 and is:

1. A bail bond agent licensed by the state where the bond was written; or
2. A private investigator licensed in Arkansas; or
3. A certified law enforcement officer; or
4. A person who is acting under the direct supervision of an Arkansas licensed bail bond agent and who is at least twenty-one (21) years of age with no prior felony convictions or convictions for any offense involving moral turpitude or violence.

Any bail bond company/bondsman permitting or authorizing a person other than the surety to apprehend or surrender a defendant pursuant to A.C.A. § 16-84-114(3)(b) must provide the agent with:

1. Written authorization on company letterhead using the form approved by the Board and contained in Appendix of this rule; and
2. A certified copy of the bail bond or recognizance appropriately endorsed as provided in A.C.A. § 16-84-114.

Any bail bond agent attempting to apprehend a defendant must notify the local law enforcement agency or agencies of his presence and provide them with the defendant's name, charges and suspected location.

SECTION 38. 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.

APPENDIX A

STATE OF ARKANSAS
COUNTY OF _____
CITY OF _____
CASE NUMBER _____

NAME OF COMPANY
ADDRESS OF COMPANY
CITY, STATE, ZIP CODE
(AREA CODE) PHONE NUMBER

BAIL BOND

XX _____

_____, hereinafter referred to as the Defendant, being in custody, charged with the

Item 5 – defendant
offense(s) of _____

and having been admitted to bail in the amount of \$ _____.

Now NAME OF COMPANY does hereby undertake that the Defendant will appear before the Court designated below at the time indicated and shall at all times render himself amenable to the orders and process of said court in prosecution of charges, and if convicted, shall render himself in execution thereof. If the Defendant fails to perform any of these conditions, we will pay and forfeit to the _____ court of _____, the sum of \$ _____

(County or District to be Inserted)

In Witness Whereof I have hereunto set my hand and seal this _____ day of _____, 20_____.

Defendant: _____

Defendant to Appear In: _____

Address: _____

District Court, City of _____

City, State, Zip: _____

District Court, County of _____

Phone: _____

At _____ A.M./P.M. on _____, 20_____

Surety: NAME OF COMPANY

_____ County Circuit Court

Attorney-In-Fact (agent)

On NOTICE TERM _____

Power of Attorney

Authority for:	Item 1	Item 2	Item 3	Item 4	Power Number
		Not valid for Bond in excess of \$	Not valid If used after	Date Issued	XX_____00001
To act as Attorney-In-Fact – State of Arkansas					
DEFENDANT: _____					Insert Bond Amount Void if Not Completed
SOCIAL SECURITY #: _____ DATE OF BIRTH _____					\$

Know All Men By These Presents:

SECTION 1. NAME OF COMPANY, (a Sole Proprietorship/Partnership/Incorporation), does hereby make, constitute and appoint the party 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, or District Court and in all U.S. Federal Courts on behalf of the above named defendant.

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, child support payments, fines or wage law claims.

SECTION 5. NAME OF COMPANY, does make, constitute and appoint the 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 named defendant.

SECTION 6. IN WITNESS WHEREOF NAME OF COMPANY has caused these presents to be signed by its Proprietor 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.

(A) Bail Bond Form with Incorporated Power of Attorney should remain a permanent part of Court Records.

OWNER

APPENDIX B

STATE OF ARKANSAS
COUNTY OF _____
CITY OF _____
CASE NUMBER _____

NAME OF COMPANY
ADDRESS OF COMPANY
CITY, STATE, ZIP CODE
(AREA CODE) PHONE NUMBER

BAIL BOND

XX _____

_____, hereinafter referred to as the Defendant, being in custody, charged with the offense(s) of _____

Item 5 – defendant

and having been admitted to bail in the amount of \$ _____.

Now NAME OF COMPANY does hereby undertake that the Defendant will appear before the Court designated below at the time indicated and shall at all times

render himself amenable to the orders and process of said court in prosecution of charges, and if convicted, shall render himself in execution thereof. If the Defendant fails to perform any of these conditions, we will pay and forfeit to the _____ court of _____, the sum of \$ _____

(County or District to be Inserted)

In Witness Whereof I have hereunto set my hand and seal this _____ day of _____, 20_____.

Defendant: _____

Defendant to Appear In: _____

Address: _____

District Court, City of _____

City, State, Zip: _____

District Court, County of _____

Phone: _____

At _____ A.M./P.M. on _____, 20_____

Surety: NAME OF COMPANY _____

_____ County Circuit Court

_____ Attorney-In-Fact (agent)

On NOTICE TERM _____

Affidavit of Sole Proprietorship

Authority for:	Item 1	Item 2	Item 3	Item 4	Power Number
		Not valid for Bond in excess of \$	Not valid If used after	Date Issued	XX _____ 00001
To act as Attorney-In-Fact – State of Arkansas					
DEFENDANT:					Insert Bond Amount Void if Not Completed
SOCIAL SECURITY #:			DATE OF BIRTH		
					\$

AFFIDAVIT OF SOLE PROPRIETORSHIP:

STATE OF ARKANSAS
COUNTY OF _____

NAME OF SOLE PROPRIETOR _____ 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 NAME OF COMPANY _____, 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 _____, 20_____.

My Commission Expires

Notary Public

APPENDIX C

.....
Statement of Bail and Payment Received

NAME OF COMPANY, ADDRESS, CITY, STATE, ZIP CODE (AREA CODE) PHONE NUMBER XX__001

Date: _____ Agent: _____ Bond # _____

Arrestee: _____ DOB: _____
Last First Middle

Date & Time of Arrest: _____ A.M./P.M. Date & Time of
Release _____ A.M./P.M.

Court: _____ Appearance Date & Time: _____
A.M./P.M.

Charges _____ Amount of Bail _____

_____ Premium _____

Collateral: NO YES Collateral Receipt # _____ Filing Fee _____

Arrestee: _____ State Fee _____

Agent: _____ TOTAL _____

Co-Signer _____ Amount Paid _____

Co-Signer _____ Balance Due _____

APPENDIX D

(COMPANY NAME AND ADDRESS TO BE INSERTED)

QUALIFYING POWER OF ATTORNEY

No. _____

KNOW ALL MEN BY THESE PRESENTS: That (Name of Company) a (Corporation) (or Partnership) (or

Sole Proprietorship) having its principal office at
 (City) _____ (State) _____
 does hereby make, constitute and appoint _____, with limited authority, its true and
 lawful Agent and Attorney-in-Fact, with full power and authority hereby conferred only, to sign, execute,
 acknowledge, and deliver for and on its behalf conferred only, to sign, execute, acknowledge, and deliver for
 and on its behalf as Surety, subject to the limitations 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 District 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 acknowledgment and execution of any such documentation 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 _____, 20_____.

 (Name of Company)

 (Principal Corporate Officer, Partner or Proprietor)

State of Arkansas
 County of _____ ss.

On this _____ day of _____, 20_____, before me, a Notary Public, personally
 appeared _____, who being by me duly sworn, acknowledged that they
 signed the above Powers 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

 Agent/Attorney-in-Fact

APPENDIX E
QUARTERLY REPORT FORM
BONDS DISCHARGED/EXONERATED

COMPANY NAME: _____ COMPANY# _____ FROM _____ TO _____, 20_____

AGENT#	DEFENDANT'S NAME	BOND#	DATE WRITTEN	COURT	AMT. OF BOND	AMT. SEC/UNSEC.	DATE EXONERATED

COMPANY NAME: _____

COMPANY # _____ FROM _____ TO _____, 20____

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 \$ _____

Number of Bonds Used This Report _____

Number of Bonds Voided This Report _____

Number of Bonds Written This Report _____

APPENDIX F

CLEAN IRREVOCABLE LETTER OF CREDIT

(Name and address of issuer if not on letterhead)

Date

Arkansas Professional Bail Bondsman Licensing Board
101 East Capitol, Suite 117
Little Rock, Arkansas 72201

Re: Clean Irrevocable Letter of Credit No. _____

Expiration Date _____

Dear Board:

At the request of _____, a professional bail bond company (□Company□), we, as issuer, are opening a Clean Irrevocable Letter of Credit in favor of you or your successors in office for up to the aggregate amount of _____ (\$ _____), or such amount as indicated by the Addendum attached hereto, or any amendments thereof. We undertake that drawings under this Letter of Credit for any liability incurred by Company during term of this Letter of Credit shall be honored upon presentation of a draft to issuer *by you or your authorized representative. Drawings shall be honored by Issuer whether presented prior to the expiration date of the Letter of Credit or after the term of the Letter of Credit has expired. Issuer agrees and acknowledges that its obligation under this Letter of Credit matures at the time Company or any of its licensees fail to faithfully perform their duties as required by law. All drafts so drawn must be marked drawn under the above referenced Credit Number.

This Letter of Credit, which is retroactive from _____, is issued to you or your successors in office to meet the requirements of Ark. Code Ann. .17-19-205, which requires each bail bond company license applicant and renewal company license applicant to post and maintain with the Arkansas Professional Bail Bondsman Licensing Board 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 Board may draw upon this Letter of Credit pursuant to Ark. Code Ann. .17-19-208 and either recover the full amount of the penalty incurred or bond forfeited, 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 or forfeited bond. However, no such recovery or recoveries shall exceed a maximum amount of Ten Thousand Dollars (\$10,000.00) as stated in Ark. Code Ann. .17-19-208.

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 Professional Bail Bondsman Licensing Board.

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. Issuer's liability under this Letter of Credit is incurred at the time Company or any of its licensees fail to faithfully perform their duties as required by law.

It is a further condition of the Letter of Credit that it is issued to the Board solely for the express obligations of licensees as enumerated under Ark. Code Ann. 17-19-205, therefore it is expressly agreed and acknowledged by the Issuer that only the Board's drafts drawn under and in compliance with * the terms of this Letter will be duly honored by the Issuer if presented* as set forth herein.

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, 1993 Revision, of the International Chamber of Commerce Publication No. 500.

Sincerely,

Officer of the Issuer

Title or Position

ADDENDUM

Name of Bail Bond Company _____

Issuer _____ Date/Amount of Original Letter of Credit

Credit No. _____

Covered Licensee(s) :

Officer of the Issuer

_____ Title or Position

Date

APPENDIX G

**ARKANSAS PROFESSIONAL BAIL BOND
LICENSING BOARD**

(STATE
SEAL)

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 _____

Bondsman Involved _____ Occurrence date _____

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

APPENDIX G

(Page 2)

Attach additional sheets if necessary. The affidavit below must be signed by you, under penalty of 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.

Date

Signature

STATE OF ARKANSAS)
COUNTY OF _____)

Subscribed and sworn to before me on this _____ day of _____, 20____

Notary Public

MY COMMISSION EXPIRES:

Send this form to:

Executive Director
Professional Bail Bondsman Licensing Board
101 East Capitol, Suite 117
Little Rock, Arkansas 72201
Telephone: (501) 682-9050

APPENDIX H

SAMPLE TELEPHONE LISTING

ABC BAIL BOND COMPANY

1006 Freedom Ave.
Anytown, AR
TOLL FREE # 1/800/222-2222
Tom Smith, Agent 666-6666
Fred Brown, Agent 555-5555

SAMPLE SIGN
OR
BUSINESS CARD

ABC BAIL BOND COMPANY
1006 Freedom Avenue
Anytown, AR 72222

Tom Smith, Agent 666-6666



APPENDIX I

AUTHORIZATION BY SURETY TO ARREST DEFENDANT ON BAIL BOND

TO ALL PERSONS, be it known, that, _____(Name of Company)_____, hereinafter referred to as Grantor, do hereby make and grant a limited and specific power of attorney to _____, hereinafter referred to as the person designated to apprehend the defendant on bail, and appoint and constitute said individual to act as my

attorney-in-fact.

My named attorney-in-fact shall have full power and authority to undertake, commit and perform only the following act(s) on my behalf to the same extent as if I had done so personally, or as I might do, or could do, if personally present, and I am hereby ratifying and confirming all acts said Agent will do or cause to be done by virtue thereof.

The authority granted shall consist of only the following acts:

To locate, apprehend and take into lawful custody the individual(s) known to me as _____ and _____ [who absconded/who may abscond] from the contractual agreement of a lawfully and duly executed bail bond filed by said Grantor with the [District/Circuit] Court of _____ in the [City/Town] of _____ in the County of _____ and in the State of Arkansas whereby said [individuals/individuals] failure to appear [did/will] cause forfeiture of the bail bond posted with said Court by Grantor.

This Limited Power of Attorney shall become null and void after the _____ day of _____, 20__ or by written revocation being properly officiated, with notification of said revocation being received by the person designated to apprehend the defendant on bail via certified mail, return receipt requested.

_____, Grantor
(Corporate Officer, Partner or Sole Proprietor)

STATE OF ARKANSAS)
)ss
County of _____)

SUBSCRIBED AND SWORN TO before me by _____, known to me, who personally appeared before me this date and signed or acknowledged the foregoing Limited Power of Attorney as his/her free act and deed this _____ day of _____, 19____.

Notary Public

My Commission Expires:

APPENDIX J
Page 11 (17-19-302)

Company Name
Address
City, State, Zip
Phone #

COLLATERAL RECEIPT



Date: _____ 20__

Bond#: SX- -001000

Defendant's Name: _____

Principal's Name: _____

Collateral Received:

The above described property is posted, as collateral, to _____,
for the defendant, named above, until _____.

No collateral shall be released until the above agreement has been satisfied. If collateral is posted for the security of the bond appearances, no collateral will be released before 31-90 days after conformation from clerk of the court that said bond has been exonerated.

Collateral shall be returned to the one who posted it, only.

I, the undersigned, do hereby agree to this agreement.

Principal

Bail Agent

OFFICIAL VERIFICATION FROM THE COURT MUST BE PROVIDED TO THIS OFFICE, THAT YOUR CASE HAS BEEN COMPLETED, IF COLLATERAL WAS POSTED FOR SECURITY ON BOND APPEARANCES, BEFORE ANY COLLATERAL IS RELEASED.