

**CENTRAL MONTANA BAIL BONDS
INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (hereinafter referred to as "Agreement") is entered into by and between _____ (hereinafter referred to as "Agent") and Central Montana Bail Bonds, a *partnership at will*, organized and governed under the laws of the state of Montana (hereinafter referred to as "Central").

**SECTION ONE
TERM**

This Agreement is made effective on _____ and shall continue until either party terminates the Agreement, with or without cause, by giving 15 days' written notice of intent to terminate (see Exhibit "A") to the other party, sent by Certified Mail to the address listed for the non-terminating party under the NOTICE section of the Agreement.

**SECTION TWO
TERMINATION**

In the event that this Agreement is terminated by Agent, Central shall prepare a list of all bonds (Active and Forfeited) for which Agent is still liable and mail the list to Agent's address as listed under the Notice Section. In the event of a dispute between what the parties agree to as what Agent is liable for, Agent shall serve upon Central a list of bonds that Agent believes they are actually liable for within 15 days at the address listed for Central under the Notice Section. Either Central or Agent shall then obtain a list of active liability from each jurisdiction where Central does business and those documents shall then be relied upon by Agent and Central in determining Agent's liability. It is agreed upon that until such time that Agent does not have any active liability, a notice of termination shall only serve to prevent them from posting bonds on behalf of Central but will not prevent them from being liable for their representative percentage of the face amount of bonds they have posted that have forfeited (conditional or final).

Upon acknowledgement of Agent's intent to terminate this Agreement, Agent shall undertake the prompt return of any marketing materials provided to Agent by Central as well as any other property owned by Central and provided to Agent for the purpose of acting on behalf of Central. A list of Powers of Attorney for all sureties that Agent has been assigned will be provided to Agent with the Acknowledgement of Agent's Intent To Terminate Agreement (Exhibit "B"). Agent agrees to return all powers in their possession within 3 days of Central's request. Agent understands that in the event that Agent is unable to produce the powers that are to be in their possession, Agent is liable to Central for all monies due as if the Power Of Attorney was used to post a bond for the entire face amount as shown on the Power of Attorney's front (i.e. if a \$10,000.00 Power Of Attorney was lost, Agent would be liable for the amount Central would owe its surety in connection with the posting of a \$10,000.00 power).

In the event that this Agreement is terminated by Central, Central shall prepare a list of all bonds (Active and Forfeited) for which Agent is still liable and mail the list to Agent's address as listed under the Notice Section. In the event of a dispute between what the parties agree to as what Agent is liable for, Agent shall serve upon Central a list of bonds that Agent believes they are actually liable for within 15 days at

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FOR CENTRAL	
FOR AGENT	

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the address listed for Central under the Notice Section. Either Central or Agent shall then obtain a list of active liability from each jurisdiction where Central does business and those documents shall then be relied upon by Agent and Central in determining Agent’s liability. It is agreed upon that until such time that Agent does not have any active liability, a notice of termination will prevent them from posting bonds on behalf of Central but will not prevent them from being liable for their representative percentage of the face amount of bonds they have posted that have forfeited (conditional or final).

Upon acknowledgement of Central’s intent to terminate this Agreement, Agent shall undertake the prompt return of any marketing materials provided to Agent by Central as well as any other property owned by Central and provided to Agent for the purpose of acting on behalf of Central. A list of Powers of Attorney for all sureties that Agent has been assigned will be provided to Agent. Agent agrees to return all powers in their possession within 3 days of Central’s request. Agent understands that in the event that Agent is unable to produce the powers that are to be in their possession, Agent is liable to Central for all monies due as if the Power Of Attorney was used to post a bond for the entire face amount as shown of the Power of Attorney’s front (i.e. if a \$10,000.00 Power Of Attorney was lost, Agent would be liable for the amount Central would owe its surety in connection with the posting of a \$10,000.00 power).

**SECTION THREE
NOTICE**

Any correspondence sent to either party that relates in any way to this Agreement shall be deemed properly served upon the other party if it has been sent by Certified Mail. When sending correspondence, the addresses listed under this section shall be used.

AGENT	
Address:	
City, State, Zip Code	

CENTRAL	
Address:	
City, State, Zip Code	

**SECTION FOUR
WAIVER**

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

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**SECTION FIVE
ENTIRE AGREEMENT**

This agreement contains the binding agreement between Agent and Central and supersedes any and all previous agreements (written or otherwise) on the subject matter of this agreement provided that a bond has not been posted by Agent on behalf of Central.

In the event that an agreement (written or otherwise) was entered into by and between Agent and Central prior to the execution of this Agreement and bonds were posted by Agent on behalf of Central, that agreement will terminate upon the discharge of bonds posted prior to the date of execution of this Agreement. This Agreement will control the relationship between Agent and Central moving forward from the date this Agreement was executed.

The terms of prior agreements (written or otherwise) are detailed in Exhibit "C" which is incorporated herein and attached hereto.

**SECTION SIX
EXHIBITS**

All attachments and exhibits referenced in this agreement are deemed incorporated in this agreement, whether actually attached or not.

**SECTION SEVEN
ASSUMPTION OF RISK AND AGREEMENT TO INDEMNIFY AND HOLD HARMLESS**

Agent understands that Central is in the business of securing a defendant's release from jail through the posting of a bond and returning that defendant to jail should they become a forfeiture or violate essential terms of their contract with Central. Agent understands that bail bonding and fugitive recovery can pose a threat to life, limb, and property. Agent agrees to indemnify and hold harmless Central, its officers, directors, agents, assigns and heirs against any and all liability related to any cause of action that may arise as a result of bodily harm or injury or theft of property in connection with duties performed as a bail bond agent or fugitive recovery agent. In exchange for Agent's indemnification of Central, Central will undertake the responsibility of assisting Agent in the prosecution of civil and criminal actions against those who harmed Agent.

**SECTION EIGHT
GOVERNING STATE**

This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the state of Montana.

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**SECTION NINE
VENUE**

Should any action be brought in relation to this agreement, it is expressly agreed upon that venue shall be Fergus County (Lewistown), Montana.

**SECTION TEN
PERSONALLY IDENTIFIABLE INFORMATION**

Agent understands that during the course of his work for Central he will come into possession of information that is of a personal nature and could be used to assume the identity of an individual. Agent agrees to undertake the responsibility of protecting all information provided to them. Agent further agrees to undertake the responsibility of notifying Central in the event that Agent believes information has become known to others who are not associated with Agent or Central.

Agent agrees to indemnify and hold harmless Central in the event litigation is brought against Central by an individual whose information was compromised if the information was in Agent's possession at the time it was compromised.

**SECTION ELEVEN
COLLATERAL DEPOSITS**

Agent understands that during the time in which he posts bail bonds in the name of Central, certain bonds may require that the bail bond be collateralized (secured) with collateral that may include but not be limited to (cash, car titles, deeds of trust). Agent understands that Central is solely responsible for determining the sufficiency and form of collateral required to adequately collateralize a bond and Central shall be contacted prior to the taking of any form of collateral to secure a bond. Agent understands that time is of the essence with regard to providing Central with documents related to collateral as failure to timely execute and or file those documents may prejudice Central in future actions that Central may bring against the owner of the collateral in order to satisfy obligations that arise from defendant's failure to appear and subsequent final forfeiture.

All collateral receipts shall be provided to Central by Agent at the next scheduled biweekly turn-in unless requested to provide them at an earlier date by Central.

**SECTION TWELVE
POWERS OF ATTORNEYS**

Agent understands that Central provides them with Powers of Attorneys and they are to be used when posting bonds on behalf of Central. Agent understands that each Power of Attorney has been assigned to them, they have an expiration date and they have a certain dollar amount assigned to them.

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Agent understands that they shall not provide their Powers of Attorney to another individual without the express permission of Central.

Agent understands that they shall not post a bond using a Power of Attorney whose dollar amount is less than the bond amount (i.e.: using a \$2,500 Power of Attorney to post a \$5,000 bond).

Agent understands that they shall surrender all powers that have expired.

Agent agrees that at any time, Central may perform audits of Agent’s Power of Attorney inventory. At such time, if Agent is unable to produce all powers that are to be in their inventory, Agent shall be liable to Central for the amount due the surety for that Power of Attorney as if a bond was posted for the amount shown on the front of the Power of Attorney (i.e.: If a \$10,000 Power of Attorney was lost, Agent would be liable to Central for all monies due in posting a \$10,000 bond).

Agent understands that it is imperative that the entire Power of Attorney is filled out.

**SECTION THIRTEEN
BONDS AND COMMISSION**

Agent agrees to post bonds in the name of Central and in exchange for such work, Central shall pay Agent a percentage of what is due Central for acting as the surety on the bond. Under this agreement, Central shall pay Agent _____ percentage of the premium collected.

At the time of posting of the bond, Agent shall cause all monies due Central (Monies Due Surety Company, Central’s Commission) to be collected (i.e.: If a bond was posted and the monies due Central was two-hundred dollars (\$200.00), Agent would have to collect two-hundred dollars (\$200.00) or more.

At their discretion, Agent may charge and collect for their own use a fifty-dollar fee (\$50.00) as an administrative fee for all bonds posted by Agent where the face amount is three-thousand dollars (\$3,000.00) or less. If the administrative fee is charged, it should be noted on the initial receipt.

Central and Agent agree that by permission of Central prior to posting of bond, Agent may collect a sum of money that is less than the total amount owed Central for posting of the bond. Central shall maintain a list of powers for which a payment arrangement has been authorized.

**SECTION THIRTEEN
FORFEITURES**

Agent agrees to immediately notify Central upon learning of any defendant’s failure to appear at a court mandated court appearance.

Agent agrees to immediately gather all information already in their custody concerning a defendant and their bond (including but not limited to demographic information, employment information, relative

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information, vehicle information, pictures, physical description information, and cosigner information) and provide that information to Central.

Agent agrees to actively assist Central in the investigation of each forfeiture by providing weekly status updates.

Agent agrees to assist in the actual apprehension of the defendant if so called upon.

Agent agrees to document all expenses related to the investigation and apprehension of a defendant who has failed to appear.

Agent agrees that they shall be liable for _____ percentage of the face amount of a forfeited bond if Central is called upon by the court to pay the forfeiture. Agent understands that Central will first apply all monies in Agent's escrow account to satisfy Agent's representative percentage of the face amount. If Agent's escrow account does not contain an adequate amount of money to satisfy Agent's representative percentage, Agent will have to contribute whatever the difference is in order to satisfy Agent's representative percentage of the face amount.

**SECTION FOURTEEN
ESCROW ACCOUNT**

Agent agrees to open an account bearing the name of Agent and Central in which deposits will be made for the purposes of paying forfeitures from. Central agrees to undertake the deposition of monies into the escrow account within two days after receiving the monies to be deposited from Agent.

Agent agrees to allow Central to collect and deposit ___ percentage of the total amount of premium collected at each biweekly turn-in for bonds posted where a balance is owed.

Agent and Central agree that the account opened shall be one that requires both the signatures of Agent and Central in order to make any withdrawals.

Agent and Central agree that a separate check shall be used for each forfeiture.

Agent and Central agree that the Power of Attorney number shall be recorded in the MEMO line of each check.

In the event that only one party is able to receive statements as to withdrawals and deposits, the party who receives the statements shall promptly provide them to the other party.

Should Central no longer exist as a legal entity, prior to its dissolution, Central agrees to undertake the responsibility of executing all documents necessary to make all monies available at the time of dissolution available to Agent. Agent shall not have to wait for the expiration of any time limits

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associated with dissolution and or winding up of the partnership as the escrow account shall not be considered to be an asset of Central.

**SECTION FIFTEEN
TURN-INS**

Agent agrees to turn in all documents related to bonds posted by Agent on behalf of Central at the regularly scheduled turn-ins which occur biweekly.

Agent agrees to turn in all voided powers in their possession at the regularly scheduled turn-ins which occur biweekly.

Agent agrees to turn in all expired powers in their possession at the regularly scheduled turn-ins which occur biweekly.

**SECTION SIXTEEN
LICENSURE**

Agent agrees to secure and maintain in good standing all licenses required to post bail bonds on behalf of Central in the state of Montana.

Agent agrees to immediately notify Central of a change in status of the license so as to not injure Central and its ability to continue to operate.

**SECTION SEVENTEEN
CAPACITY TO CONTRACT AND BIND**

Agent and Central both agree that they have the capacity to contract and bind their representative parties to this contract and do so freely and not under the influence of others, threat of violence, coercion, or mind altering drugs.

**SECTION EIGHTEEN
EXCLUSIVITY TO CENTRAL**

Agent understands that during the time in which he is an independent contractor for Central, he shall not perform work in the areas of bail bonding or fugitive recovery for any other bail bonding company.

**SECTION NINETEEN
CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

Agent understands that during the course of acting as an independent contractor for Central that they will have the opportunity and will come into possession or learn of information (including but not

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limited to information related to Central, Central's customers, Central's marketing plans, Central's business practices, Central's expansion plans. Agent agrees that they will hold all information learned of in the strictest confidence.

Agent agrees that at no time will Agent use information or provide information to others related to Central that may potentially or actually cause injury to Central (i.e.: use Accounts Receivable lists to notify of Agent's departure from Central or selling an Accounts Receivable list to another party).

**SECTION TWENTY
BREACH**

In the event of a breach of this agreement by either party that is not remedied within three days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other.

**SECTION TWENTY-ONE
DAMAGES**

Neither party shall be liable to the other for consequential damages except in cases of

1. Willful acts
2. Gross and Continuing Negligence

**SECTION TWENTY-THREE
ENFORCEABILITY**

Should it be determined that any section of this agreement is deemed unconscionable, unenforceable, or against public policy, the remaining sections of this agreement shall remain in full force.

**SECTION TWENTY-FOUR
ATTORNEY'S FEES**

In the event litigation is brought related to this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable attorney's fees.

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**SECTION TWENTY-FIVE
UTILIZATION OF DO NOT BOND LIST**

Central utilizes a Do Not Bond List in an attempt to reduce financial losses arising from the subsequent posting of bonds for defendants who have breached their contract with Central. Agent agrees to undertake the responsibility of checking each prospective client to insure that they do not appear on the Do Not Bond List.

Agent agrees that in the event they post a bond for a defendant after the effective date shown on the Do Not Bond List, Agent shall be one-hundred percent (100%) liable for the face amount of the bond in the event that the defendant becomes a final forfeiture and Central is called upon to pay the forfeiture.

ACKNOWLEDGMENT

Now, having read and fully understood this Agreement, Agent and Central affix their signature on this the _____ day of _____, 2010.

Agent

Central

Central

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EXHIBIT "A"

NOTICE OF INTENT TO TERMINATE INDEPENDENT CONTRACTOR AGREEMENT

DATE:

TO: CENTRAL MONTANA BAIL BONDS

FROM:

RE: NOTICE OF INTENT TO TERMINATE INDEPENDENT CONTRACT AGREEMENT

To Whom It May Concern:

Please accept this letter as notice of my intent to terminate the agreement between myself and Central Montana Bail Bonds.

I understand that at the time of your receipt of this notice, my ability to post bonds for Central Montana Bail Bonds will be terminated. With that being said, I understand that I will be liable for all bonds that I have posted up to this point in the event they become a final forfeiture and Central Montana Bail Bonds is called upon to pay the bond.

I understand that I am to return all materials that are owned by Central Montana Bail Bonds and are in my possession. I understand that I am to return all powers that are in my possession as soon as possible and that in the event that I am unable to produce the powers that are in my possession, I will be liable to the insurance company for all monies due as if a bail bond for the face amount of the power was executed.

It is my understanding that upon receipt of this letter, Central Montana Bail Bonds will undertake the responsibility of preparing a list of all active bonds for which I will remain liable until their final disposition (exoneration or forfeiture). I understand that upon receipt of that list, I shall review it and in the event that I feel the list is incorrect, I will provide a list to Central Montana Bail Bonds of bonds that I feel I am liable for. Central Montana Bail Bonds will then contact all of the jurisdictions where I have written bail bonds and will secure a list of active bonds for each jurisdiction. In determining my liability, that list will be used.

Sincerely,

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EXHIBIT "B"

ACKNOWLEDGMENT OF NOTICE OF INTENT TO TERMINATE INDEPENDENT CONTRACTOR AGREEMENT

DATE:

TO:

FROM: CENTRAL MONTANA BAIL BONDS

RE: NOTICE OF INTENT TO TERMINATE INDEPENDENT CONTRACT AGREEMENT

Central Montana Bail Bonds is in receipt of your Notice of Intent to Terminate Independent Contractor Agreement. Pursuant to the language of the section that addresses Termination, the deadlines required are more fully detailed below.

Attached to this letter is a list of Power of Attorneys that are assigned to you and should be in your possession. Please return those powers to Central Montana Bail Bonds no later than_____.

Please return all property owned by Central Montana Bail Bonds no later than_____.

Attached to this letter is a list of active bonds that Central Montana Bail Bonds has you listed as the posting agent for. In the event that you feel you there are bonds listed that you did not post, please provide the list of bonds for which you feel you are liable to Central Montana Bail Bonds no later than_____.

Sincerely,

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EXHIBIT "C"

AGREEMENT BETWEEN CENTRAL AND AGENT PRIOR TO EXECUTION OF THIS AGREEMENT

1. Agent and Central agree that the following most closely represents the oral agreement that both parties entered into when Agent first became an agent for Central.
2. Agent and Central agree that Agent started on _____
3. Agent and Central agree that the last bond posted prior to the execution of the agreement that this exhibit is attached to was on_____. The Power Number used on that bond was_____
4. Agent understands that Central provides them with Powers of Attorneys and they are to be used when posting bonds on behalf of Central. Agent understands that each Power of Attorney has been assigned to them, they have an expiration date and they have a certain dollar amount assigned to them.

Agent understands that they shall not provide their Powers of Attorney to another individual without the express permission of Central.

Agent understands that they shall not post a bond using a Power of Attorney whose dollar amount is less than the bond amount (i.e.: using a \$2,500 Power of Attorney to post a \$5,000 bond).

Agent understands that they shall surrender all powers that have expired.

Agent agrees that at any time, Central may perform audits of Agent's Power of Attorney inventory. At such time, if Agent is unable to produce all powers that are to be in their inventory, Agent shall be liable to Central for the amount due the surety for that Power of Attorney as if a bond was posted for the amount shown on the front of the Power of Attorney (i.e.: If a \$10,000 Power of Attorney was lost, Agent would be liable to Central for all monies due in posting a \$10,000 bond).

Agent understands that it is imperative that the entire Power of Attorney is filled out.

5. Agent agrees to post bonds in the name of Central and in exchange for such work, Central shall pay Agent a percentage of what is due Central for acting as the surety on the bond. Under this agreement, Central shall pay Agent _____ percentage of the premium collected.

At the time of posting of the bond, Agent shall cause all monies due Central (Monies Due Surety Company, Central's Commission) to be collected (i.e.: If a bond was posted and the monies due Central was two-hundred dollars (\$200.00), Agent would have to collect two-hundred dollars (\$200.00) or more.

At their discretion, Agent may charge and collect for their own use a fifty-dollar fee (\$50.00) as an administrative fee for all bonds posted by Agent where the face amount is three-thousand dollars (\$3,000.00) or less. If the administrative fee is charged, it should be noted on the initial receipt.

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6. Agent agrees to immediately notify Central upon learning of any defendant's failure to appear at a court mandated court appearance.

Agent agrees to immediately gather all information already in their custody concerning a defendant and their bond (including but not limited to demographic information, employment information, relative information, vehicle information, pictures, physical description information, and cosigner information) and provide that information to Central.

Agent agrees to actively assist Central in the investigation of each forfeiture by providing weekly status updates.

Agent agrees to assist in the actual apprehension of the defendant if so called upon.

Agent agrees to document all expenses related to the investigation and apprehension of a defendant who has failed to appear.

Agent agrees that they shall be liable for ____ percentage of the face amount of a forfeited bond if Central is called upon by the court to pay the forfeiture. Agent understands that Central will first apply all monies in Agent's escrow account to satisfy Agent's representative percentage of the face amount. If Agent's escrow account does not contain an adequate amount of money to satisfy Agent's representative percentage, Agent will have to contribute whatever the difference is in order to satisfy Agent's representative percentage of the face amount.

ACKNOWLEDGMENT

Now, having read and fully understood this Exhibit "C", Agent and Central affix their signature on this the _____ day of _____, 2010.

Agent

Central

Central

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FOR CENTRAL	
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