

BAIL BOND APPLICATION AND AGREEMENT

You, the undersigned Defendant ("Defendant" or "you"), hereby represent and warrant that the following declarations made and answers given are true, complete and correct and are made for the purpose of inducing Bankers Insurance Company ("Surety" or "Insurance Company") to issue, or cause to be issued, bail bond(s) or undertaking(s) for you (singularly or collectively the "Bond"), using power of attorney number(s) (if known) _____, in the total amount of _____ Dollars (\$ _____) in the _____ Court of _____.

1. DEFENDANT'S NAME AND ADDRESS

Name _____	_____	_____	_____	Nickname/Alias _____
_____	First	Middle	Last	_____
Home Phone # _____	Cell Phone # _____	Work _____	Phone _____	# _____
Email _____				
Current Home Address _____				
How Long? _____	<input type="checkbox"/> Rent or <input type="checkbox"/> Own?	Landlord _____	_____	
Former Home Address _____				
How Long? _____	<input type="checkbox"/> Rent or <input type="checkbox"/> Own?	Landlord _____	_____	
How long resided in current city? _____ How long in current state? _____				

2. PERSONAL DESCRIPTION

Date of Birth _____	Where Born _____	Sex _____	Race _____
(City & State)			
Social Security # _____	Driver's License # _____	Issuing State _____	_____
Height _____	Weight _____	Eye Color _____	Hair Color _____
Scars, Marks, Tattoos _____	Complexion _____	How Long in U.S.? _____	_____
U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No	Nationality _____	Alien # _____	_____
Any Medical Conditions/Disabilities _____			
Union? _____	Local # _____	Military Service: Branch _____	Active? _____ Discharge Date _____

3. EMPLOYMENT

All Occupations for the past 5 years: _____	
<u>Current Employer</u>	
Name _____	How Long? _____ Position _____
Supervisor's Name _____	Phone # _____
<u>Most Recent Former Employer</u>	
Name _____	How Long? _____ Position _____
Supervisor's Name _____	Phone # _____
<u>Next Most Recent Former Employer</u>	
Name _____	How Long? _____ Position _____
Supervisor's Name _____	Phone # _____

4. MARITAL STATUS/CHILDREN: Married Divorced Separated Widowed Single Cohab

Spouse/girl/boyfriend's Name _____	_____	How Long Married/together? _____	
_____	First	Middle Last	
Address (if different) _____		Email _____	
Home Phone # (if different) _____	Cell Phone # _____	Social Security # _____	
Occupation _____	Employer _____	How Long? _____	
Supervisor's Name _____	Work Phone # _____	_____	
Child's Name _____	Date of Birth _____	School/Employer _____	Other Parent's Name _____
_____	_____	_____	_____
_____	_____	_____	_____

TERMS AND CONDITIONS

In consideration of Surety, through its producers, representatives or designees, issuing or causing to be issued the Bond, you agree to the following terms and conditions:

1. The premium is fully earned upon your release from custody. The premium is not refundable except as stated herein or as provided by law. The fact that Defendant may have been improperly arrested, the bail was reduced or Defendant's case was dismissed shall not obligate the return of any portion of the premium.

2. Defendant agrees to appear in any Court required in connection with the Bond at the times stated in the Bond and all other times as may be ordered by the Court. Indemnitor will have Defendant appear in any Court as required in connection with the Bond.

3. Surety shall have control and jurisdiction over you during the term for which the Bond is in effect and shall have the right to apprehend, arrest and surrender you to the proper officials at any time as provided by law. In the event your surrender is made prior to your failure to appear in court, and for a reason other than as stated in paragraph 4, then you may be entitled to a refund of the bond premium if required by applicable law.

4. Unless otherwise provided by applicable law (if any), the following events shall constitute a breach of your obligations to the Surety, and the Surety shall have the right to immediately apprehend, arrest and surrender you, and you shall have no right to any refund of premium whatsoever: (a) you depart the jurisdiction of the court without the prior written consent of the court and the Surety; (b) you move from your current address without notifying the Surety prior to the move or you fail to notify Surety of a change in address; (c) you commit any act that constitutes reasonable evidence of your intention to cause a forfeiture of the Bond; (d) you are arrested and incarcerated for any other offense (other than a minor traffic violation); (e) you make any materially false statement in this application; (f) any indemnitor for you makes any materially false statement in the Indemnitor Application and Agreement; (g) your bail is increased; (h) any indemnitor requests that you be surrendered; (i) there is a material increase in the risk assumed by the Surety (as determined by the Surety in its sole and absolute discretion) including, by way of example but not limitation, any collateral or security given for the Bond depreciates in value or becomes impaired. The Defendant may be surrendered without the return of premium for the Bond if the Defendant does any of the following: (1) you willfully fail to pay the premium to the Surety or bail producer or willfully fail to make a premium payment under the Agreement specified in G.S. 58-71-167; (2) you change your address without prior notice to the Surety or bail producer; (3) you physically hide from the Surety or bail producer; (4) you leave the state without the Surety's or bail producer's permission; (5) you violate any order of the court; (6) you fail to disclose information or provide false information regarding any failure to appear in court, any previous felony convictions within the past 10 years, or any charges pending in any state or federal court; or (7) you knowingly provide the Surety or bail producer with incorrect personal identification or use a false name or alias.

5. You shall indemnify the Insurance Company and keep the Insurance Company indemnified and hold it harmless from and against any and all claims, lawsuits, damages, losses, liabilities, demands and actions (together "Liabilities") relating to, or arising out of, Surety's issuance or procurement of the Bond.

6. Subject to applicable law (if any), within 15 days after final termination of liability on the Bond, Surety or bail producer will return the Collateral to you. You may provide evidence of final termination of liability on the Bond by delivering to Surety or bail producer competent written legal evidence satisfactory to the Surety or bail producer (for example, written notice from the court) of the Surety's discharge or release from all liability under the Bond. Upon the Surety or bail producer's request, you shall have executed and delivered to the Surety or bail producer a general release upon the return of Collateral to you.

7. To the maximum extent permitted by applicable law, you hereby waive any and all rights you may have under federal law (including, but not limited to, Title 28 Privacy Act-Freedom of Information Act, Title 6, Fair Credit Reporting Act) and any local or state law relating to Surety's obtaining, and you consent to and authorize Surety to obtain, any and all private or public information and/or records concerning you from any party or agency, private or governmental (local, state, federal), including, but not limited to, credit reports, Social Security Records, criminal records, civil records, driving records, tax records, telephone records, medical records, school records, worker compensation records, and employment records. You further authorize, without reservation, any party or agency, private or governmental (local, state, federal), contacted by Surety to furnish in accordance with applicable law any and all private and public information and records in their possession concerning you to the Surety and direct that a copy of this document shall serve as evidence of said authorization. You irrevocably grant to Surety and bail producer, and their duly licensed agents and representatives, the right to enter your residence, or any other property that you occupy, without notice, at any time, for the purpose of locating, arresting, and returning you to custody.

8. You agree that Surety may attach a location tracking device on any vehicle owned or driven by you, at any time, without notice, and monitor the location of the vehicle through any available technology. You further agree that Surety may use location technologies to locate your wireless device at any time during the period of your bail and any applicable remission period, and the Bond is conditioned upon your full compliance with the following terms and conditions: (a) Surety, at its discretion, will use network-based location technologies to find you; (b) this is the only notice you will receive for the collection of your location information; (c) Surety will retain location data only while the Bond is in force and during any applicable remission period; (d) Surety will disclose location information only to the courts as required by court order; (e) Surety and its licensed producers, designees and representatives will be the only persons with access to your location information; (f) **YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE OR TRACKING DURING THE BAIL PERIOD**; and (g) all questions relating to location capability should be directed to Surety.

9. If you leave the State in which the Bond was issued, subject to applicable law, you waive any right to oppose extradition proceedings and consent to the application of such force as may be necessary to return you to Surety and the court where the Bond was posted.

10. You hereby acknowledge and agree that neither the Surety nor any of its agents, producers, designees or representatives has recommended or suggested any specific attorney or firm of attorneys to represent you in any capacity.

11. This Agreement may not be terminated or modified orally. Any modification or termination of this Agreement, including any release of liability hereunder, must be in writing and signed by the Surety or bail producer and you.

FOR USE IN NORTH CAROLINA ONLY

12. In the event any provision herein shall be deemed to exceed any applicable state or federal law, then such provision shall automatically be deemed to have been revised to comply with such law so as to provide Surety with the maximum protection from any loss or liability. The invalidity or unenforceability of any provision herein (or portion thereof) shall in no way effect the validity or enforceability of any other provision (or portion thereof). Surety may assign any of its rights herein or arising out of any of the transactions contemplated hereby to any party including, without limitation, any of the Surety's agents, producers, designees or representatives ("Assignee") without notice to or consent from you. Subject to any limitations imposed upon Assignee by Surety, Assignee shall have the right to enforce in any action or proceeding any of Surety's rights herein or arising out of any of the transactions contemplated hereby, and you shall not, and expressly waives any right to, assert the claim or defense that Assignee does not have the right to enforce such rights in any such action or proceeding.

13. This Agreement and all documents that are executed in connection with this Agreement set forth all the terms of the agreement between the Surety and you. All statements, representations, promises, agreements and affirmations made by the Surety or bail producer, or any representative, employee or agent thereof, prior to or contemporaneously with the execution of this Agreement are contained within this document, and unless they are specifically set forth in this Agreement are of no force or effect whatsoever in determining the rights and Liabilities of the Surety and you. You further agree to execute and be bound by any other future documents necessary to carry out and effectuate this Agreement.

Signed, sealed and delivered this _____ day of _____, 20_____

Signature of Defendant _____

SURETY: Bankers Insurance Company 11101 Roosevelt Blvd. N. St. Petersburg, FL 33716 800-627-0000	BAIL PRODUCER: [stamp must include name, address, phone no. and license no.]
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