



ROCHE SURETY AND CASUALTY CO., INC.
 4107 N. Himes Avenue • 2nd Floor • Tampa, FL 33607
 (813) 623-5042 • (800) 789-3899 • Fax (813) 623-5939

PROMISSORY NOTE

No. _____ \$ _____

City _____, State _____, Date _____

On demand, _____ after date,

for value received, _____ Promise to pay to the order of **ROCHE SURETY AND CASUALTY CO., INC.**

_____ DOLLARS,

at _____ City _____, State _____,

with interest thereon at the rate of _____ percent, per annum, from _____

until fully paid. Interest payable semi-annually. The maker and endorser of this note agrees to waive demand, notice of non-

payment and protest; and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of

an attorney, to pay reasonable attorney's fees **and assessable costs**, for making such collection. Deferred interest payments to

bear interest from maturity at _____ percent, per annum, payable semi-annually.

It is further agreed and specifically understood that this note shall become null and void in the event the said defendant

_____ shall appear in the proper court at the time or times so directed by the Judge or Judges of competent jurisdiction until the

obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled and the surety discharged

of all liability thereunder, otherwise to remain in full force and effect.

Witness _____

Witness _____

Date _____





INDEMNITOR APPLICATION AND AGREEMENT

You, the undersigned indemnitor ("Indemnitor" 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 Roche Surety And Casualty Co., Inc. ("Surety") to issue, or cause to be issued, bail bond(s) or undertaking(s) (singularly or collectively the "Bond") for

First _____ Middle _____ Last _____ ("Defendant"), using power of attorney number(s) (if known) _____, in the total amount of _____ Dollars (\$ _____) in the _____ Court of _____.

1. INDEMNITOR NAME AND ADDRESS RELATIONSHIP TO DEFENDANT _____

Name _____ Nickname/Alias _____
 First Middle Last
 Home Phone # _____ Cell Phone # _____ Work Phone # _____
 Email _____
 Current Home Address _____ How Long? _____
 Rent or Own? Landlord _____
 Former Home Address _____ How Long? _____
 Rent or Own? Landlord _____

2. PERSONAL DESCRIPTION

Date of Birth _____ Where Born _____ Sex _____ Race _____
 (City & State)
 Social Security # _____ Driver's License # _____ Issuing State _____
 How Long in U.S.? _____ U.S. Citizen? Yes No Nationality _____ Alien # _____
 Union? _____ Local # _____
 Military Service: Branch _____ Active? _____ Discharge Date _____
 Additional Notes: _____

3. EMPLOYMENT

Occupation _____ Employer _____ Work Phone: _____
 How Long? _____ Employer Address _____ Supervisor's Name: _____

4. MARITAL STATUS

Married Divorced Separated Widowed Single Cohab
 Spouse/girl/boyfriend's Name _____ How Long Married/Together? _____
 First Middle Last
 Address (if different) _____
 Email _____ Social Security # _____
 Home Phone # (if different) _____ Cell Phone # _____
 Occupation _____ Employer _____ How Long? _____ Employer Phone # _____

5. AUTOMOBILE

Year _____ Make _____ Model _____ Color _____ Plate # _____ State _____
 Where Financed? _____ Amount Owed? _____

6. REFERENCES

Name _____ Relation _____
 Address _____ Employer _____
 Home Phone # _____ Work Phone # _____ Cell Phone # _____
 Cell Phone # _____ Work Phone # _____ Employer _____

Name _____ Relation _____
 Address _____ Employer _____
 Home Phone # _____ Work Phone # _____ Cell Phone # _____
 Cell Phone # _____ Work Phone # _____ Employer _____

Name _____ Relation _____
 Address _____ Employer _____
 Home Phone # _____ Work Phone # _____ Cell Phone # _____
 Cell Phone # _____ Work Phone # _____ Employer _____

7. FINANCIAL STATEMENT/CREDIT INFORMATION

Cash on hand \$ _____ Cash in bank \$ _____
 Real Estate Value \$ _____ Real Estate Mortgage \$ _____
 In whose name is title? _____ Monthly salary or wages \$ _____

8. NOTES

SIGNED, SEALED AND DELIVERED at _____, this _____ day of _____, 20_____.

WITNESS

INDEMNITOR

Sign: _____ Sign: _____

Print: _____ Print: _____

SURETY:

**ROCHE SURETY AND CASUALTY CO., INC.
4107 N. HIMES AVENUE, 2ND FLOOR
TAMPA, FLORIDA 33607**

BAIL PRODUCER: [stamp must include name, address, phone no. and license no.]



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 Roche Surety And Casualty Co., Inc. ("Surety") 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)

Dollars (\$ _____) in the _____ Court of _____

1. DEFENDANT'S NAME AND ADDRESS

Name _____
 First _____ Middle _____ Last _____ Nickname/Alias _____
 Home Phone # _____ Cell Phone # _____ Work Phone # _____
 Email _____
 Current Home Address _____
 How Long? _____ Rent or Own? Landlord _____
 Former Home Address _____
 How Long? _____ Rent or 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? Yes No Nationality _____ Alien # _____
 Any Medical Conditions/Disabilities _____
 Union? _____ Local # _____ Military Service: Branch _____ Active? _____ Discharge Date _____

3. EMPLOYMENT

All Occupations for the past 5 years: _____
Current Employer
 Name _____ How Long? _____ Position _____
 Supervisor's Name _____ Phone # _____
Most Recent Former Employer
 Name _____ How Long? _____ Position _____
 Supervisor's Name _____ Phone # _____
Next Most Recent Former Employer
 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 _____ Phone # _____
 Child's Name _____ Date of Birth _____ School/Employer _____ Other Parent's Name _____

5. VEHICLE

Describe Auto: Year _____ Make _____ Model _____ Color _____ Plate # _____ State _____
 Where Financed? _____ Amount Owed? _____
 Insurance Agent's Name: _____ Insurance Agent's Phone # _____

6. ARREST INFORMATION

Date of Arrest _____ Booking Name (if different) _____ Arresting Agency _____
 Jail Location _____ Booking # _____
 Charges _____
 Previous Arrests: Charges _____ Date _____ Where _____

 Pending Charges in Other Counties _____
 Are you on parole/probation? Yes No Parole/probation officer name and phone # _____
 Are you now under any bond? Yes No Have you ever failed to appear in court? Yes No
 Bonded before by _____ When? _____

7. ATTORNEY

Name and Firm _____ Phone # _____
 Email _____ Amount of retainer paid \$ _____

8. RELATIVES AND FRIENDS

Father's Name _____ Address _____ Home Phone # _____
Cell Phone # _____ Work Phone # _____ Employer _____
Email _____
Mother's Name _____ Address _____ Home Phone # _____
Cell Phone # _____ Work Phone # _____ Employer _____
Email _____
Other Relative/Friend's Name _____ Relation _____
Address _____ Home Phone # _____
Cell Phone # _____ Work Phone # _____ Employer _____
Other Relative/Friend's Name _____ Relation _____
Address _____ Home Phone # _____
Cell Phone # _____ Work Phone # _____ Employer _____
Other Relative/Friend's Name _____ Relation _____
Address _____ Home Phone # _____
Cell Phone # _____ Work Phone # _____ Employer _____

9. MISCELLANEOUS

OTHER TERMS AND CONDITIONS

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

Signature of Defendant _____

<p>SURETY: ROCHE SURETY AND CASUALTY CO., INC. 4107 N. HIMES AVENUE, 2ND FLOOR TAMPA, FLORIDA 33607</p>	<p>BAIL PRODUCER: [stamp must include name, address, phone no. and license no.]</p>
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VIRGINIA ADDENDUM
TO
INDEMNITOR APPLICATION AND AGREEMENT

This Virginia Addendum (“Addendum”) is attached to and forms part of the Indemnitor Application and Agreement signed, sealed and delivered by you as Indemnitor (“Agreement”) and is incorporated into the Agreement by this reference. Any capitalized terms used in this Addendum without definition shall have the meanings assigned to these terms by the Agreement.

1. Any collateral or other indemnity shall be returned to the person whose name appears as Depositor on the Collateral Receipt: (1) upon final termination of liability on the Bond, including the conclusion of all appeals or appeal periods, and when the obligation is discharged; and (2) all fees owed to the bail producer have been paid. In any event, after a specific request for the return of the collateral, the collateral shall be returned to the Depositor within 15 days after all fees owed in connection with the Bond have been paid.

2. Except as expressly provided in this Addendum, all terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control.

3. This Addendum shall be attached to every Indemnitor Application and Agreement entered into in the Commonwealth of Virginia.

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

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

Signature of Indemnitor _____

Printed Name of Indemnitor _____



BAIL BOND PREMIUM RECEIPT AND STATEMENT OF CHARGES

RECEIPT NO.: 3-47801

I understand that the premium owing or paid is fully earned upon the defendant's release from custody, and the fact that the defendant may have been improperly arrested, re-arrested, the case dismissed, or the bail reduced shall not obligate the return or forgiveness of any portion of the premium except as otherwise provided by applicable law (if any) as stated in an addendum attached to the Bail Bond Application and Agreement.

- 1. Date Date of Defendant's Arrest
2. Amount Received Dollars (\$)
3. In the form of cash check money order credit card other
4. Payer's Name: First Middle Last
5. Payer's Address: Street City State Zip
6. In connection with a Bail Bond(s) for Defendant: First Middle Last
7. Bail Bond Amount(s): Power Nos. (if known):
8. Date of Defendant's Release on Bail
9. Court Name & Address
10. Date & Time of Next Required Court Appearance
11. Charged with:
12. Bail Bond Premium \$
13. Itemized Expenses (if and as permitted by applicable law): \$
14. Total Charges (premium plus any itemized expenses): \$
15. Amount Paid: \$
16. Balance Due: \$
17. Was collateral taken? Yes No If yes, collateral receipt #

All other documents executed by Defendant, Indemnitor(s), me, or other party related to the Bail Bond(s) are incorporated into and made a part hereof by reference.

PAID BY: PAYER SIGNATURE PAYER NAME (PRINTED)

RECEIVED BY: PRODUCER/REPRESENTATIVE SIGNATURE PRODUCER NAME (PRINTED)

ROCHE SURETY AND CASUALTY CO., INC. 4107 N. HIMES AVENUE, 2ND FLOOR TAMPA, FLORIDA 33607 TOLL FREE: 800.789.3899 OR 813.623.5042

Bail Producer Stamp: [must include name, address, phone no. and license no.]



**ELECTRONIC MONITORING ADDENDUM
TO
BAIL BOND APPLICATION AND AGREEMENT**

This Electronic Monitoring Addendum ("Addendum") is attached to and forms part of the Bail Bond Application and Agreement signed, sealed and delivered by you as Defendant ("Agreement") and are incorporated into the Agreement by this reference. Any terms used in this Addendum without definition and defined in the Agreement shall have the meanings assigned to these terms by the Agreement.

In consideration of Surety's issuing or causing to be issued the Bond, you agree that Surety and its producers, agents, designees or representatives (collectively, "Representatives"), in their sole and absolute discretion, may require you, for any reason or no reason, to wear an electronic monitoring device ("EM Device") in accordance with applicable law (if any). If Surety or its Representatives require you to wear an EM Device, you understand that you shall be monitored continuously by a tamper-proof, non-removable transmitter that is to be worn without interruption during the entire period of electronic monitoring.

Upon notice by Surety and/or its Representatives that you must wear an EM Device, you shall follow all instructions provided by Surety and/or its Representatives in order to establish the electronic monitoring and install the EM Device including, without limitation, your immediately making your person and premises physically available to any third party electronic monitoring vendor ("EM Vendor") designated by Surety and/or its Representatives.

You shall not remove, disconnect, destroy or tamper with the EM Device in any way, and you agree that the EM Device may be inspected at any time and at any place by the EM Vendor, Surety and/or its Representatives. You shall be responsible for the cost of any damaged equipment and shall indemnify and hold Surety and its Representatives harmless for any and all damages as a result of wearing or tampering with the EM Device.

You shall comply with all terms and conditions imposed upon you by the EM Vendor and/or any other party relating to the electronic monitoring. You acknowledge and agree that you are solely responsible for all fees, costs and expenses relating to the electronic monitoring including, without limitation, any installation, maintenance and monitoring fees charged by the EM Vendor and/or any other party relating to the electronic monitoring ("Fees"). Below is a schedule of Fees, and you shall pay Fees to

Your failure to comply with the provisions of this Addendum shall constitute a breach of your obligations to Surety, and Surety shall have the right to immediately apprehend, arrest and surrender you, and you shall not be entitled to any refund of premium unless required by applicable law.

This Addendum supplements the terms and conditions of the Agreement, all of which terms and conditions remain in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control.

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

Signature of Defendant _____

<p>SURETY: ROCHE SURETY AND CASUALTY CO., INC. 4107 N. HIMES AVENUE, 2ND FLOOR TAMPA, FLORIDA 33607</p>	<p>BAIL PRODUCER: [stamp must include name, address, phone no. and license no.]</p>
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ROCHE SURETY AND CASUALTY CO., INC.

PRIVACY NOTICE

As required by law, we keep the financial information of our current and former customers private. This notice explains your rights. It also explains our legal duties and privacy practices. We are required by state laws to give you this notice.

THE INFORMATION WE COLLECT AND DISCLOSE

We collect personal information about you from the following sources:

- From you through applications and other forms (e.g. your name, address, social security number, family member information, assets, income, and property locations and values);
- From your transactions and experiences with us and others, (e.g. your account balance, insurance coverage, payment history, the premium you pay, and claims information); and
- From consumer reporting agencies, medical providers, or others (e.g. your credit score and medical and employment information).

We may disclose all of the above information we collect as described in this notice.

PARTIES TO WHOM WE MAY DISCLOSE INFORMATION

We keep your information in our files. ***Your information will only be disclosed as authorized by you or as required or allowed by law. We do not disclose your information to any affiliates or unrelated third parties for marketing purposes.*** We use your information to process your application, post your bond, and resolve bond claims or breaches of contract. We may give your information to our producers, agents, investigators, attorneys and others for these purposes. We may also disclose it to persons to perform transactions you request or authorize. When we use service providers to help us service your account, your personal information stays confidential. Our service providers agree to keep your personal information private and not use it for any other purpose.

We may also share your information for other reasons such as:

- with state insurance departments or other governmental or law enforcement authorities in the event of a bond forfeiture or breach of contract;
- with state insurance departments or other governmental or law enforcement authorities if required by law or to protect our legal interests or in cases of suspected fraud or illegal activities; or
- if ordered by a subpoena, search warrant or other court order.

We may also share your information with insurance support organizations that maintain information to, among other things, detect or prevent fraud or criminal activity in connection with insurance underwriting or claims. Information disclosed to or obtained from such entities may be kept by them and given to other persons.

CONFIDENTIALITY AND SECURITY

We maintain physical, electronic and procedural safeguards to protect your information. We ensure that your information is treated responsibly and in line with our privacy policy. We also restrict access to your information within our organization to those persons who must have the information to provide services to you, or to conduct our business. Persons who have access to your information may use it only for our business purposes. We safeguard information in accordance with applicable laws.

YOUR RIGHT TO ACCESS AND AMEND YOUR INFORMATION

If you believe any of your personal information that we have is inaccurate, you can send us a written request to review certain recorded information that we can reasonably locate and provide to you. You can request that we amend, correct or delete anything that you believe to be wrong. If we agree with you, we will amend, correct or delete the information in question, unless otherwise required by law. We are not required to agree to your request. If we do not agree with your request, we will notify you of our reasons. We may charge a small fee to collect and send the information to you. Please send your request to the address provided below and include your name, address, telephone number and bond number.

INVESTIGATIVE CONSUMER REPORT

We may prepare or request an investigative consumer report about you (the "Report") in connection with your application or agreement with us. You can request to be interviewed in connection with the preparation of the Report. You are entitled to receive a copy of the Report if you submit a written request to us. Please send your request to the address provided below and include your name, address, telephone number and bond number.

FURTHER INFORMATION

If you have any questions about how we use the information we collect, please write to us at:

ROCHE SURETY AND CASUALTY CO., INC.
4107 N. HIMES AVENUE, 2ND FLOOR
TAMPA, FLORIDA 33607
ATTENTION: SHANNON ROCHE

CHANGES TO THIS PRIVACY NOTICE

We reserve the right to change this Privacy Notice. We will send you a copy of a revised Privacy Notice if we make any change, as required by law.

Thank you.



IMPORTANT FRAUD WARNINGS

ALABAMA RESIDENTS

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARKANSAS RESIDENTS

Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FLORIDA RESIDENTS

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

LOUISIANA, RHODE ISLAND & WEST VIRGINIA RESIDENTS

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAINE, TENNESSEE, VIRGINIA & WASHINGTON RESIDENTS

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND RESIDENTS

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY RESIDENTS

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO RESIDENTS

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

OHIO RESIDENTS

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA RESIDENTS

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

PENNSYLVANIA RESIDENTS

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

THIS FORM IS NOT FOR USE IN COLORADO OR NEW YORK

TERMS AND CONDITIONS OF BAIL BOND APPLICATION AND AGREEMENT

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 below.
2. Surety, as bail, 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 reason other than as stated in paragraph 3, then you may be entitled to a refund of the bond premium if required by applicable law (if any) as stated in an attached addendum.
3. Unless otherwise provided by applicable law (if any) as stated in an attached addendum, 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 prior written consent of the Surety or you fail to notify Surety of any material information; (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, or (j) Other Conditions as listed on Page 2 of BAIL BOND APPLICATION AND AGREEMENT.
4. **You shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all losses, demands, liabilities, fees and expenses relating to, or arising out of, Surety's issuance or procurement of the Bond including, but not limited to, the following: (a) the principal amount of any forfeiture of, or judgment on, the Bond, plus any related court costs, interest and legal fees incurred, (b) a fugitive recovery fee if there is a forfeiture of the Bond (which fee is typically ten percent of the amount of the Bond for an in-state recovery), plus any out of pocket expenses, (c) any and all extradition costs that may be incurred to apprehend and return you, and (d) if a collection action is required, reasonable and actual attorneys' fees plus any other costs, expenses and/or assessments that may be incurred as a result of any forfeiture of the Bond subject to applicable law (if any) as stated in an attached addendum. The voucher, check or other evidence of any payment made by Surety or its producer, by reason of such suretyship, shall be conclusive evidence of such payment in any lawsuit against you both as to the propriety of such payment and as to the extent of your liability to Surety for such payment. Further, you will, upon demand, place with Surety the requisite funds to meet any such claim, demand, liability, attorneys' fees, expense or judgment, whether that demand is made before or after Surety has paid or advanced such funds.**
5. 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 its designees the right to enter your residence, or any other property that you own or occupy, without notice, at any time, for the purpose of locating, arresting, and returning you to custody, and subject to applicable law, you waive any and all causes of action in connection therewith including, without limitation, torts of trespass and false imprisonment.
6. 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.
7. If you leave the State, subject to applicable law, you waive any right to 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.
8. 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.

9. 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 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.

ARKANSAS RESIDENTS

Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FLORIDA RESIDENTS

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

LOUISIANA, RHODE ISLAND & WEST VIRGINIA RESIDENTS

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MAINE, TENNESSEE, VIRGINIA & WASHINGTON RESIDENTS

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of -defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND RESIDENTS

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY RESIDENTS

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO RESIDENTS

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK RESIDENTS

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO RESIDENTS

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA RESIDENTS

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

PENNSYLVANIA RESIDENTS

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person criminal and civil penalties.

THIS INDEMNITY AGREEMENT ("Agreement") is entered into between you, the undersigned Indemnitor, and Surety through Surety's duly appointed independent bail producer referenced below ("Producer").

1. You will have Defendant appear in any court required in connection with the bond(s) at the times stated in the bond(s) and all other times as may be ordered by the court.
2. You, jointly and severally (together and separately) with any other indemnitor, shall indemnify the Surety and keep the Surety indemnified **and hold it harmless from and against any and all losses, demands, liabilities, fees and expenses relating to, or arising out of, Surety's issuance or procurement of the Bond, including, but not limited to the following: (a) the principal amount of any forfeiture of, or judgment on, the Bond, plus any related court costs, interest and legal fees incurred, (b) a fugitive recovery fee if there is a forfeiture of the Bond (which fee is typically ten percent of the amount of the Bond for an in-state recovery, plus any out of pocket expenses) (c) any and all extradition costs that may be incurred to apprehend and return the Defendant, and (d) if a collection action is required, reasonable and actual attorneys' fees plus any and all other costs, expenses and/or assessments that may be incurred as a result of any forfeiture of the Bond subject to applicable law (if any) as stated in an attached addendum. The voucher, check or other evidence of any payment made by Surety or Producer, by reason of such suretyship, shall be conclusive evidence of such payment in any lawsuit against you both as to the propriety of such payment and as to the extent of your liability to Surety for such payment. Further, you will, upon demand, place with Surety the requisite funds to meet any such claim, demand, liability, attorneys' fees, expense or judgment, whether that demand is made before or after Surety has paid or advanced such funds.**
3. Subject to applicable law (if any) as stated in an attached addendum: (a) any property or collateral you deposit is deposited as security for the payment of any and all monies and sums due to Surety or Producer, including all liability, demands, debts (including promissory notes), damages, judgments, interest, premiums, services charges, attorneys' fees and costs suffered, sustained, made or incurred by Surety or Producer on account of, arising out of or relating to the Bond and transactions contemplated thereby (including, without limitation, the items referenced in paragraph 2 above), your failure to comply with the terms and conditions of this Agreement, and any and all debt or other obligations arising out of or evidenced by any agreement executed by Defendant, you or any other indemnitor for the benefit of Surety or Producer ("Liabilities"); and (b) if you grant the Surety a lien or a security interest in any property or collateral to enforce the obligations contained in this Agreement, and if you do not perform all of your obligations in this Agreement, you authorize the Surety to (i) apply or sell any collateral security you deposited to reimburse the Surety for any and all Liabilities of any kind or nature, (ii) hold, apply or sell the collateral, or any part thereof, to protect or reimburse the Surety by reason of the execution at any time of any other bond for or on behalf of you or Defendant, and (iii) apply and sell the collateral for the purpose of placing the Surety in cash funds or protecting the Surety against any claim, demand or loss under the Bond or any other bond executed on your or Defendant's behalf. Subject to applicable law (if any) as stated in an attached addendum, the Surety may make any such sale, at its discretion, at public or private sales, and without demand, notice or advertisement of the time and place of said sale, and also with the right to purchase said collateral at such sale or sales, freed and discharged from any equity or redemption.
4. The Surety shall not be liable for the depreciation of any collateral or for any interest thereon. In the event of depreciation of the collateral, or any part thereof, or of any collateral which may be hereafter deposited with the Surety for its protection, upon request of the Surety, you shall provide the Surety with additional and satisfactory collateral so that the total market value of the collateral shall, at all times, be equal to the market value of the collateral at the time of its initial deposit. Subject to applicable law (if any) as stated in an attached addendum, if you fail to deposit such additional collateral, the Surety shall have the full right, power and authority, without further demand or notice, to sell, assign and deliver the whole or any part of such collateral, substituted collateral, or additional collateral, at public or private sale, at its option, and without demand, notice or advertisement, and also with the right to purchase said collateral at any such sale, freed and discharged from any equity or redemption.
5. If a confession of judgment is taken in connection with the Bond, the Surety shall have the right to enter and file the same at any time, and such judgment shall be a lien and entitled to a preference against any of your property, whether or not the Surety is indemnified at the time of the filing or entry of such judgment. In case a confession of judgment is filed by the Surety against you, the judgment entered shall be effective and available to the Surety against you not only in connection with the Bond but also in connection with any other bond that may have been written by the Surety in which you are either the indemnitor or defendant.
6. You acknowledge and agree that the Surety may foreclose any or all of the liens and security interests arising out of the transactions relating to the Bond or this Agreement, or exercise any of its rights or remedies under this Agreement, or take any combination of such actions, without waiving any other right or remedy. Failure to exercise any rights or remedies of the Surety at any one time shall not constitute a waiver of the right to exercise them at any other time. Any security or collateral you give may be substituted, subordinated, or released by the Surety without affecting any other rights. The Surety shall not be obligated to enforce its rights against any security or collateral prior to enforcing its rights against you or any other indemnitor.
7. Subject to applicable law (if any) as stated in an attached addendum, the Surety will return the collateral to you when all of the following are satisfied: (i) the Surety receives competent written legal evidence satisfactory to the Surety (for example, written notice from the court) of the Surety's discharge or release from all liability under the Bond; (ii) there are no outstanding Liabilities of any kind including, without limitation, premium charges, arising out of or relating to the Bond; (iii) there are no other outstanding bonds or obligations executed by, for or on behalf of you or Defendant in connection with which the Surety may deem it advisable to retain such collateral for its protection; and (iv) upon the Surety's request, you shall have executed and delivered to the Surety a general release upon the Surety's return of the collateral to you. If the Surety deems it necessary to make any outlay to protect any collateral or security in its possession, whether the same be real or personal property, you authorize the Surety to do so, and you agree to indemnify and reimburse the Surety for any such outlay as in the judgment of the Surety may be necessary to protect its collateral or security, including payment of taxes or liens or mortgages and any attorneys' fees or service fees for time spent and/or special services rendered.
8. The Surety shall have the right to transfer and/or assign, in whole or in part, its rights and obligations in this Agreement, and/or in the Bond to the Producer or any other person or entity ("Assignee") without notice to or consent from you. Subject to any limitations imposed upon Assignee by the Surety, Assignee shall have the right to enforce in any action, proceeding or otherwise any of the Surety's rights herein or arising out of any of the transactions contemplated hereby, and you shall not, and expressly waive any right to, assert the claim or defense that Assignee does not have the right to enforce such rights in any such action, proceeding or otherwise. If more than one bond is made or has been made for the Defendant, then this Agreement shall extend to and cover all those bonds and the terms of this Agreement shall apply to each bond individually or as a group.
9. 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 and its producers and employees

- 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.
10. You hereby acknowledge and agree that neither the Surety nor its Producer has recommended or suggested any specific attorney or firm of attorneys to represent the Defendant in any capacity.
 11. This Agreement may not be terminated or modified orally. All modifications and terminations of this Agreement, including any release of your liability hereunder, must be in writing and signed by the Surety and you.
 12. 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 grants to surety and its producers, agents and representatives the right to enter your residence or other property owned or occupied by you or Defendant without notice, at any time, for the purpose of locating, arresting, and returning to custody the Defendant, and subject to applicable law, you waive any and all causes of action in connection therewith including, without limitation, torts of trespass and false imprisonment.
 13. 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 Defendant's 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 DURING THE BAIL PERIOD; and (g) all questions relating to location capability should be directed to Surety.
 14. 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 the 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).
 15. You have not been paid to sign this Agreement. You have read the above contract, understand it and agree to fulfill ALL of the provisions therein.

IMPORTANT FRAUD WARNINGS

LOUISIANA, RHODE ISLAND & WEST VIRGINIA RESIDENTS

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAINE, TENNESSEE, VIRGINIA & WASHINGTON RESIDENTS

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND RESIDENTS

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY RESIDENTS

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO RESIDENTS

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK RESIDENTS

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO RESIDENTS

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA RESIDENTS

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

PENNSYLVANIA RESIDENTS

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.