

Terms And Conditions

In consideration of Surety, through Surety's duly appointed independent bail producer ("Bail Producer"), referenced above (collectively referred to herein as "Surety"), 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. The fact that you may have been improperly arrested, or your bail reduced or your case dismissed, shall not obligate the return of any portion of said premium.
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) and as stated in the Supplemental Terms and Conditions.
3. Unless otherwise provided by applicable law (if any) and as stated in the Supplemental Terms and Conditions, 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 limited to, any real or personal property ("Collateral") deposited as security for the Bond and this Agreement depreciates in value or becomes impaired.
4. In the event your apprehension and surrender is required for any reason, including your failure to appear at any of your required court hearings, you understand, acknowledge, assume and accept that your apprehension to custody is an activity that poses a peculiar risk of harm both to you and others, including any recovery agent(s), which is beyond and differs from the risks to which members of the public are commonly and generally subjected. You acknowledge and agree that if you become subject to apprehension and surrender, you are voluntarily participating in the activity of apprehension and recovery such that the risk of harm of such activity is not peculiar to you. You therefore know of the peculiar risk of such activity and you are no longer a member of the general public who cannot anticipate such risk. You knowingly and fully accept and assume the subsequent risk of harm to you and others arising out of such apprehension and surrender activities. You agree to defend, indemnify, and hold harmless the Surety and Bail Producer (including all agents, representatives and employees thereof) for any injuries, harm, losses, claims, lawsuits, damages, liability or actions, including attorneys fees and cost, arising out of such action taken against you by Surety and/or Bail Producer, recovery agent or individual engaging in such activities, agent, representative or employee thereof.
5. You shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all claims, losses, liability, demands, fees and expenses (including attorneys fees and costs (collectively herein referred to as "Liabilities"), 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 fifteen percent 15%, 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 under this Agreement, reasonable and actual attorneys fees plus any and other costs, expenses and/or assessments that may be incurred as a result thereof and of any forfeiture of the Bond subject to applicable law (if any) as stated in the Supplemental Terms and Conditions below. The voucher, check or other evidence of any payment made by Surety, by reason of such suretyship, shall be conclusive evidence of such payment in any action 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 Liabilities, whether that demand is made before or after Surety has paid or advanced such funds.
6. 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 and 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

Continued on back of Page 3

3. Personal Description

Sex: Male Female Race/Nationality _____ Height _____ Weight _____

Eye Color _____ Hair Color _____ Glasses? _____ Facial Hair _____ Complexion _____

Tattoos / Piercings? _____ Scars / Distinguishing Marks _____

Any Medical Conditions / Disabilities _____

4. Employment

Current Employer

Name _____ How Long? _____ Position _____

Supervisor's Name _____ Phone # _____

Most Recent Former Employer

Name _____ How Long? _____ Position _____

Supervisor's Name _____ Phone # _____

Union? _____ Local # _____

Military Branch _____ Active? _____ Discharge Date _____

5. Previous Address over the past 5 Years

Home Address _____ City _____ State _____ Zip _____

How long at this address? _____ yrs. _____ mos. From _____ To _____ Rent or Own?
(mm/dd/yyyy) (mm/dd/yyyy)

Landlord Name _____ Phone # _____

6. Membership Information

List the name of any club, society, association, fraternal or beneficial organization of which you are a member or officer

Organization Name and Location _____

7. Vehicle (Describe)

Year _____ Make _____ Model _____

Color _____ Plate # _____ State _____

Where Financed _____ Amount Owed _____

Insurance Agent's Name _____ Insurance Agent's Phone # _____

READ ALL TERMS ON BACK SIDE

Terms And Conditions Continued from Back of Page 1

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 to Surety or Bail Producer, 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, its agents and representatives 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 and release any and all causes of action in connection therewith including, without limitation, torts of trespass and false imprisonment.

7. 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 bond 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 or the Indemnitor; (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 Bail Producer, 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.

8. 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.

9. You hereby acknowledge and agree that neither the Surety nor Bail Producer, or their designees or representatives, has recommended or suggested any specific attorney or firm of attorneys to represent you in any capacity.

10. 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 Surety's Bail 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.

8. Relatives and Friends

Father's Name _____ Home Phone # _____ Cell Phone # _____
 Address _____ City _____ State _____ Zip _____
Street
 Employer _____ Work Phone # _____
 Mother's Name _____ Home Phone # _____ Cell Phone # _____
 Address _____ City _____ State _____ Zip _____
Street
 Employer _____ Work Phone # _____
 Sibling's Name _____ Phone # _____
 Best Friend's Name _____ Phone # _____

9. Marital Status/Children Married Divorced Separated Widowed Single Cohab

Spouse, girlfriend or boyfriend: _____ How Long Married/together? _____
First Middle Last
 Address (if different) _____ E-mail _____
 Home Phone # (if different) _____ Cell Phone # _____ SSN _____
 Employer _____ Supervisor's Name _____ Work Phone # _____

<u>Child's Name</u>	<u>Age</u>	<u>School/Employer</u>
_____	_____	_____
_____	_____	_____

Father's Name _____ Phone # _____
 Address _____ City _____ State _____ Zip _____
Street
 Mother's Name _____ Phone # _____
 Address _____ City _____ State _____ Zip _____
Street

10. Defendant Financial Information

Financial Institution _____ Phone # _____ Savings Checking
 Address _____
 City _____ State _____ Zip _____ Average Balance \$ _____

Authorized Signatures

I have read and approve the forgoing and attest under penalty of perjury to the truth and accuracy of the matters and information contained therein. I have read, understand, acknowledge and agree to all of the Terms and Conditions of this Bail Bond Application and Agreement, and specifically those contained in pages 2 and 4.

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

Signature _____	DL # _____
Print Name _____	SSN _____
_____	DOB _____



**Atlantic Surety
Company**

PO Box 110 - Raleigh, North Carolina 27602-0110 Toll-Free Telephone: 888-381-9908

MEMORANDUM OF AGREEMENT FOR UNPAID PREMIUM

For value received I (We), the undersigned, together and separately promises to pay to the order of

_____ the amount of premium not yet paid at the
Name of Bail Agent

time _____ (Case # _____) is released from jail.
Name of Defendant

The amount of premium not yet paid at the time the defendant is released from jail is: \$ _____.

The first payment in the amount of \$ _____ is due and payable on _____, 20 _____.

The remaining balance of \$ _____ shall be paid in _____ installments in the amount
Number

of \$ _____ per installment, to be paid on the _____ day of each succeeding week or month.

If any payment is delinquent more than ten (10) days, the entire balance may be called immediately due and payable.

BOND PREMIUM DEFERRED PAYMENTS ARE TO BE PAID IN FULL NO LATER THAN: _____
Day & Date

The undersigned hereby agree(s) to all terms and conditions of this Memorandum of Agreement. It is also understood that failure to comply with this agreement is reasonable cause for the immediate surrender of the defendant and the bond premium charged in this matter will not be returned.

DEBTOR(S)

Print Name Signature Date Telephone Number

Street Address: _____ City: _____ State: _____ Zip: _____

Print Name Signature Date Telephone Number

Street Address: _____ City: _____ State: _____ Zip: _____

BAIL AGENT (BONDSMAN)

Print Name Signature Date

1st Atlantic Surety Company

PO Box 110 - Raleigh, North Carolina 27602-0110
Toll-Free Telephone: 888-381-9908
Complete Form & Fax To 855-837-8244

LARGE BOND APPROVAL FORM

<u>Name of Defendant</u>	<u>Amount Requested</u>	<u>Name of Bail Agent</u>	<u>Bail Agent's Telephone #</u>

Gender: Male Female US Citizen: YES NO Social Security #: _____

Date of Birth: _____ Place of Birth: _____ Raised: _____

Current Address: _____

City: _____ State: _____ Zip: _____ How long at this residence? _____

Jail/Jurisdiction: _____ Date of Incarceration: _____

Charge(s): _____ Potential Punishment: _____

Prior Convictions: _____ Prior Jail Time: _____

Facts related to arrest/charge(s): _____

Next Court Date: _____ Expected Duration of Bond: _____

Was defendant on parole when arrested? YES NO

Does defendant have a private attorney? YES NO

Attorney's Contact Information: Name: _____ Telephone #: _____

Has retainer been paid to attorney? YES NO If "YES", amount: \$ _____

Education/Trade: _____ How long? _____

Employment: _____ How long? _____ Work Address: _____

Does defendant own his/her own home? YES NO

Is defendant living with his/her spouse? YES NO If "NO", with whom? _____

Spouse's Name: _____ Length of Marriage: _____

Spouse's Date of Birth: _____ Spouse's Social Security Number: _____

Spouse's Occupation: _____ Work Address: _____

Children? [] YES [] NO Children's names & ages: _____

Parent(s): _____ Address: _____

Sibling(s): _____ Address: _____

Other Relative(s): _____ Address: _____

Has this defendant previously been provided bail by this agent? [] YES [] NO

FTA History: _____

Who is paying premium? _____ In "Full" or "Over Time"? _____

Defendant "Check-In" Required? [] YES [] NO GPS Anklet or "Other Conditions"? [] YES [] NO

If "YES" to "Other Conditions", please explain: _____

<u>Name of Indemnitor</u>	<u>Date of Birth</u>	<u>Social Security Number</u>	<u>Address</u>	<u>Relationship to Defendant</u>	<u>Occupation</u>	<u>Estimated Annual Income</u>

<u>Collateral Location</u>	<u>Owner</u>	<u>FMV</u>	<u>1st Lien</u>	<u>2nd Lien</u>	<u>100% Equity</u>	<u>80% Equity</u>

Has defendant completed Bail Bond Application? [] YES [] NO

Have all indemnity agreements been completed? [] YES [] NO **SUBMIT WITH LARGE BOND APPROVAL REQUEST AND COPIES OF ID**

Has "Deed Of Trust & Not Securing Bail Bond" been completed? [] YES [] NO

Has property value (Tax Assessment, Appraisal, DataQuick, Zillow, etc.) been established? [] YES [] NO

Have evidence of liens against collateral (title work, mortgage statement, etc.) been completed? [] YES [] NO

Additional information that may assist 1st Atlantic Surety Company in the approval of this "Large Bond": _____

<u>Date Of Review</u>	<u>Request Approved</u>	<u>Request Denied</u>	<u>Signature</u>