

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") 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	
_____	_____	_____	_____	
_____	_____	_____	_____	

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:

<u>Charges</u>	<u>Date</u>	<u>Where</u>
_____	_____	_____
_____	_____	_____

 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. NOTES

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 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:

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 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.

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

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.

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.]

**TEXAS ADDENDUM
TO
INDEMNITOR APPLICATION AND AGREEMENT**

This Texas 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. Surety or bail producer shall return any collateral to the person whose name appears as Depositor on the Collateral Receipt within 30 days after the date on which you (i) request return of the collateral in writing and (ii) submit to the Surety or bail producer written evidence of the conclusion of any payment agreement relating to the Bond and all of the criminal cases for which the collateral was given.
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 State of Texas.

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

Signature of Indemnitor _____

Printed Name of Indemnitor _____

**TEXAS ADDENDUM
TO
BAIL BOND APPLICATION AND AGREEMENT**

This Texas 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 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. If you are surrendered and you or an attorney representing the state or an accused in the case determines that a reason for the surrender was without reasonable cause, such person may contest the surrender in the court that authorized the surrender. If the court finds that a contested surrender was without reasonable cause, the court may require the Surety or bail producer to refund all or part of the fees paid for the execution of the Bond.
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 Bail Bond Application and Agreement entered into in the State of Texas.

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

Signature of Defendant _____

Printed Name of Defendant _____

BOND SURETY AGREEMENT

In consideration for **You Walk Bail Bonds** posting my Bail Bond, I hereby agree to abide by the attached/forementioned rules and to pay all agreed upon date or dates as outlined below. All bond fees are non-refundable. By signing below, I acknowledge receipt of a copy of a **You Walk Bail Bonds** rule sheet, and agreement hereto; and **I further understand that my bond(s) may be revoked upon any violation of the rules given and explained to me**, and that I may be rearrested for violation of any rules listed within it. The defendant agrees that all rights of extradition are hereby waived and Surety or his/her Agents the right to return the Defendant to court using whatever force necessary.

BOND FEE _____ DOWN PAYMENT _____ BALANCE _____

PAYMENT TERMS _____

Balance MUST be paid in full by the third working day before your first court appearance...

STARTING DATE _____

Indemnitor _____ **Principal** _____

AFFIDAVIT OF NON-SOLICITATION

I, _____, on _____, 20____, retained **You Walk Bail Bonds** and/or their agents to secure the release of _____ from jail. Be it known to all men that I contacted **You Walk Bail Bonds** and in no way was I solicited in the jail or vicinity of the jail about Bail Bonds by **You Walk Bail Bonds** and/or their agents, and at no time has **You Walk Bail Bonds** and/or their agents presented themselves as an attorney, employed by an attorney, or refereed an attorney or law firm.

Indemnitor _____ **Principal** _____

CONTINGENCY PROMISSORY NOTE

P.A. No(s) _____ \$ _____ dated _____.

On Demand after date, for value received, I/We Promise to pay to the order of **BANKERS INSURANCE COMPANY** \$ _____, At time of forfeiture plus court cost and re-arrest fees with interest thereon at the rate of 10 per cent, per annum from Call Date until fully paid (Interest payable semiannually). 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 from maturity at **10** per cent, per annum, payable semiannually.

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 _____ **Principal** _____

Indemnitor _____

APPROVAL FOR CHARGE ON CREDIT CARD

I _____ understand that if _____ forfeits the above-mentioned bonds, the Bond Forfeiture charges or any unpaid fees will automatically be charged to my credit card. By signing this I agree to pay the Bond Forfeiture fees, court costs, and any other fees that may be incurred, including credit card fees.

Witness _____ Card Holder _____

Indemnitor _____

Credit Card Information: Name _____

Card #: _____ Exp Date _____ Security Code: _____

Address: _____

YOU WALK BAIL BONDS

1504 E. McKinney #300
Denton, TX 76209

(940)380-1954

You must observe the following rules until your case have been disposed or your bond will be revoked and another warrant will be issued for your arrest.

1. You must appear in Court as Required.

Failure to appear in court will cause an additional charge of "Bond Jumping". In such case a warrant will be issued for your arrest.

2. You Must Call Our Office between business hours Tuesday-Thursday 9 AM to 5 PM

You must check in once a week until your case is finished in court and even if you have an attorney. After 3 weeks of not checking in we will assume you have jumped bail which will result in a warrant.

**DO NOT CALL AFTER HOURS, UNLESS IN JAIL.
WE ARE ON CALL BUT NOT IN THE OFFICE.**

3. Report All Changes

You must notify us immediately of any change of address, telephone number, employment or change of attorney. You are not allowed to RELOCATE to another County/State without approval.

4. Court Date

The courts issue court notices to the address you reported to them. You should receive a court date within 3-6 months. But it is ultimately your responsibility to be aware of your court date. We can assist you with the phone numbers to the courts. You must also notify us immediately of any changes you receive and any court dates reset.

DON'T WAIT FOR THE MAIL!!! CALL TO VERIFY AND ACTIVELY CHECK ONLINE

5. Travel

You must not travel to another County/State without the permission of You Walk Bail Bonds. Failure to notify us will result in forfeiture of the bond and a warrant will be issued for your arrest.

6. Violation of Any Law

While on bond you will commit no offence of The State, of any State, or the United States or surety may terminate bonds anytime thereafter. If arrested call our office collect from wherever you are as soon as you are booked in.

7. Disposition of Your Case.

A copy of your court disposition or dismissal of your case must be submitted to our office immediately following such disposition.

YOU MUST KEEP CALLING UNTIL YOU ARE FINISHED WITH COURT AND WE HAVE PROOF THAT YOUR CASE IS DISPOSED.

8. Failure to pay You Walk Bail Bonds

Nonpayment will result in the immediate forfeiture of the bond which will result in a warrant for your arrest. Even after your case is disposed, Bail Bond Headquarters can pursue charges against you for "Theft of Service" if your bond fee is not paid as agreed upon your release from jail.

9. No refunds

We provided a service that got you out of jail. Otherwise, you would have had to pay the full bond amount for your release from jail.

FAILURE TO OBSERVE ANY OF THE ABOVE RULES WILL RESULT IN YOUR ARREST

By signing this agreement sheet, I acknowledge receipt of a copy hereof, and agreement hereto; and I further understand that my bond (s) may be revoked upon any violation of any terms hereto; and that I may be rearrested for violation of any rule listed above.