

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 American Surety Company ("Surety") to issue, or cause to be issued, bail bond(s) or undertaking(s) (singularly or collectively the "Bond") for ("Defendant"), using power of attorney number(s) (if known)

First Middle Last
AS _____, 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 _____ Facebook User Name _____ Other Social Media _____

Current Home Address _____ How Long? _____

☐ Rent or ☐ Own? Landlord/Mortgage Holder _____

Former Home Address _____ How Long? _____

☐ Rent or ☐ Own? Landlord/Mortgage Holder _____

2. PERSONAL DESCRIPTION

Date of Birth _____ Where Born _____ Sex _____ Race _____

(City and 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? _____

Address (if different) _____ First Middle Last

Email _____ Social Security # _____

Home Phone # (if different) _____ Cell Phone # _____

Occupation _____ Employer _____ How Long? _____ Employer Phone # _____

5. VEHICLE

Year _____ Make _____ Model _____ Color _____ Plate # _____ State _____

Where Financed? _____ Amount Owed? \$ _____

6. REFERENCES

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

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

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

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

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, damages, judgments, interest, 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 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 grant 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 OR TRACKING 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

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 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.

FLORIDA RESIDENTS - Any person who knowingly or 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.

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.

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

WITNESS

INDEMNITOR

Sign: _____

Sign: _____

Print: _____

Print: _____

SURETY:

American Surety Company
P.O. Box 68932
Indianapolis, IN 46268
317-875-8700
info@ASC-USI.com

BAIL PRODUCER: [Stamp must include Name, Address, Phone, License No. and Email Address as required]



Cognovit Note

\$_____ bond in _____ Court _____, Ohio on this day _____ of _____. After date, for value received, the undersigned jointly and severally promise to pay to the order of Dana, Bail Bond and Insurance Services LLC the sum of _____ dollars, with the interest from the date hereof at the legal rate of Ohio interest per the Ohio Revised Code per annum payable upon demand or forfeiture. In the event of non-payment of any principle or interest hereunder when due, the entire balance of principle then remaining unpaid with accrued interest thereon, shall at once become due and payable at the option of the holder without notice or demand. The maker(s) and endorser(s) hereof hereby authorize any attorney at law to appear in any court of record of the state of Ohio or any state of the United States at any time after this note has become due, whether by acceleration or otherwise, and to waive the issuing and service of process and confess a judgement in favor of the legal holder hereof against the maker(s) and endorser(s) or either or anyone or more of them, for the amount of principal and interest then appearing due on this note, together with the cost of the suit and to release all errors and waive all right of appeal. If the holder hereof obtains such judgement by confession against any maker or endorser hereof, then so long as such judgement exists such holder, and the successors and assigns thereof, hereby waive any right in respect to such a judgement to file a Certificate of Judgement for Lien, or take any court action, if either would result in the acquisition of a security interest in the principle residence of such maker or endorser. The maker(s) and endorser(s) hereof hereby waive presentment, demand, notice of dishonor, protest and notice of non-payment and protest.

WARNING

By signing this paper you give up your right to notice and court trial. If you do not pay on time a court judgement may be taken against you without your prior knowledge and the powers of the court can be used to collect from you and your employer regardless of any claims you may have against the creditor whether for returned goods, faulty goods, failure on his part to comply with the agreement, or any other cause.

Defendant _____ Indemnitor 1 Print _____ Indemnitor 1 Sign _____
Court _____ Indemnitor 2 Print _____ Indemnitor 2 Sign _____
Case Number _____ Agent _____

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 American Surety 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) AS _____, 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 _____ Facebook User Name _____ Other Social Media _____
Current Home Address _____
How Long? _____ ☐ Rent or ☐ Own? Landlord/Mortgage Holder _____
Former Home Address _____
How Long? _____ ☐ Rent or ☐ Own? Landlord _____
How long resided in current city? _____ How long in current state? _____ Prior City State Lived In _____

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 _____ Glasses Y _____ N _____
Scars, Marks, Tattoos _____ Complexion _____
U.S. Citizen? ☐ Yes ☐ No How Long in U.S.? _____ 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 _____
Address _____ Supervisor's Name _____ Phone # _____
Most Recent Former Employer
Name _____ How Long? _____ Position _____
Address _____ Supervisor's Name _____ Phone # _____
Next Most Recent Former Employer
Name _____ How Long? _____ Position _____
Address _____ 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

Describe Auto: Year _____ Make _____ Model _____ Color _____ Plate # _____ State _____

Where Financed? _____ Amount Owed? _____

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

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? _____

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

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 _____ Relationship _____
Address _____ Home Phone # _____ How Long Known _____
Cell Phone # _____ Work Phone # _____ Employer _____

Other Relative/Friend's Name _____ Relationship _____
Address _____ Home Phone # _____ How Long Known _____
Cell Phone # _____ Work Phone # _____ Employer _____

Other Relative/Friend's Name _____ Relationship _____
Address _____ Home Phone # _____ How Long Known _____
Cell Phone # _____ Work Phone # _____ Employer _____

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Bail Bond Application and Agreement 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.

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.

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

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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 criminal and civil penalties.

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

Signature of Defendant _____

SURETY:

American Surety Company
P.O. Box 68932
Indianapolis, IN 46268
317-875-8700
info@ASC-USI.com

BAIL PRODUCER: [Stamp includes Name, Address, Phone, License No. and Email Address as required]