

# BAIL BOND AGREEMENT ("Agreement")

<b>COMPANY</b>	<b>INTERNATIONAL FIDELITY INSURANCE COMPANY</b> <b>ALLEGHENY CASUALTY COMPANY</b> P.O. BOX 9810, CALABASAS, CA 91372-9810 TELEPHONE (800) 935-2245	<b>PRODUCER</b>	PRODUCER NAME, ADDRESS, PHONE AND PRODUCER LICENSE NUMBER MUST BE PREPRINTED OR STAMPED HERE:
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**THIS IS A 3-SHEET DOCUMENT, TWO SIDES ARE DOUBLE-SIDED; READ ALL SIDES CAREFULLY**

In consideration of International Fidelity Insurance Company/Allegheny Casualty Company, as applicable, ("Surety"), through that Surety's duly appointed independent bail producer ("Bail Producer") (Surety and Bail Producer are sometimes together referred to as "Surety"), issuing, or causing to be issued, a criminal appearance bail bond described as:

Date \_\_\_\_\_ Defendant \_\_\_\_\_

Indemnitor(s) \_\_\_\_\_

Power Number(s) \_\_\_\_\_

Total Bond Amount \$ \_\_\_\_\_ ("Bond")

## Terms And Conditions

You, the undersigned (referred to herein as "Indemnitor," "Defendant," or together as "you," as applicable), agree to be bound to the following terms and conditions:

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

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

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

4. 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 Defendant, and you shall have no right to any refund of premium whatsoever: (a) Defendant departs the jurisdiction of the Court without the prior written consent of the Court and the Surety; (b) Defendant moves from his/her current address without prior written consent of the Surety, or Defendant fails to notify Surety of change in address; (c) Defendant commits any act that constitutes reasonable evidence of Defendant's intention to cause a forfeiture of the Bond; (d) Defendant is arrested and incarcerated for any other offense (other than a minor traffic violation); (e) Defendant or Indemnitor makes any materially false statement in the any application submitted to Surety for the bond, including the Bail Bond Application and Indemnitor Application ("Applications"); (f) Defendant or Indemnitor makes any materially false statement in the Applications; (g) Defendant's bail is increased; (h) Indemnitor requests that Defendant 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, depreciation or impairment of any real or personal property deposited as security for the Bond ("Collateral," as defined herein).

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5. You shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all claims, lawsuits, damages, losses, liability, demands, actions, fees and expenses (including attorneys fees and costs) (together, "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) any fugitive recovery fee if there is a forfeiture of the Bond (which fee is typically ten percent [10%], 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 Defendant to custody, 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 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. Subject to applicable law (if any), and as stated in the Supplemental Terms and Conditions, any real or personal property deposited as security, including cash, for the Bond and this Agreement ("Collateral") is held for the payment of any and all monies and sums due to Surety, including all Liabilities, sustained, made or incurred by Surety on account of, arising out of or relating to the Bond, this Agreement, and the transactions contemplated thereby (including all the items referenced in paragraph 5, above). Your failure to comply with any of terms and conditions of this Agreement, and any and all debt or other obligations arising out of or evidenced by any agreement executed by you or any other indemnitor for the benefit of Surety, may result in the following: If you grant the Surety a lien or a security interest in any Collateral to secure the obligations contained in this Agreement, including without limitation the Liabilities, and if you do not perform such obligations, you authorize the Surety to (a) hold, apply or sell any Collateral, or any part thereof to reimburse the Surety for any and all Liabilities of any kind or nature and to protect or reimburse the Surety by reason of the execution at any time of the Bond or any other bond for or on behalf of Defendant, and (b) hold, apply or sell the Collateral for the purpose of placing the Surety in cash funds to protect the Surety against Liabilities, including any claim, demand, loss or liability under the Bond or any other bond executed on Defendant's behalf. Subject to applicable law (if any), and as stated in the Supplemental Terms and Conditions, 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, except as otherwise provided by applicable law.

7. 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, 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), and as stated in the Supplemental Terms and Conditions, 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, including any substituted 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 as provided by applicable law.

8. If a confession of judgment is taken in connection with security for the Bond, the Surety shall have the right to enter, record and file the judgment 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 entitled to be indemnified at the time of the entry, recording or filing of such judgment. If such judgment is entered, recorded or 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 and this Agreement but also in connection with any other bond that may have been written by the Surety in which you are either the indemnitor or a defendant.

9. 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, Collateral or indemnitor prior to enforcing its rights against you or any other indemnitor.

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**10.** Subject to applicable law (if any), and as stated in the Supplemental Terms and Conditions, the Surety will return the Collateral to you when all of the following are satisfied: (a) 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; (b) there are no outstanding Liabilities of any kind arising out of or relating to the Bond or this Agreement; (c) there are no other outstanding bonds or obligations executed by, for or on behalf of the Defendant in connection with which the Surety may deem it advisable to retain such Collateral for its protection; and (d) 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 for 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, costs and service fees for time spent and/or special services rendered.

**11.** 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 Bail 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 suit, foreclosure, 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.

**12.** You hereby acknowledge and agree that neither the Surety nor Bail Producer has recommended or suggested any specific attorney or firm of attorneys to represent the Defendant in any capacity.

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

**14.** 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 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 or 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 or 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, and their 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 the Defendant 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.

**15.** Defendant agrees that Surety may attach a location tracking device on any vehicle owned or driven by Defendant, at any time, without notice, and monitor the location of the vehicle through any available technology. Defendant further agrees that Surety may use location technologies to locate Defendant's wireless device at any time during the period of the Bond is in force 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 Defendant 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 Bond remission period; (d) Surety will disclose location information only to the Courts as required by Court Order; (e) Surety and Bail Producer, including their agents 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 PERIOD THE BOND IS IN FORCE AND ANY APPLICABLE BOND REMISSION PERIOD; and (g) all questions relating to location capability should be directed to Surety.

**16.** If you leave the state in which the Bond was issued, subject to applicable law, Defendant waives any rights to oppose extradition proceedings and consents to the application of such force as may be necessary to return Defendant to Surety and the Court where the Bond was posted.

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### Terms And Conditions Continued from Page 3

**17.** 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 Liabilities. 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) of this Agreement. 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 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.

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

### Supplemental Terms and Conditions

- 1.** The specific fees for which you are required to indemnify Surety and Bail Producer in accordance with the Agreement are as follows:
  - a.** Premium, at the rates established by the Surety, in accordance with applicable Nevada law, or the charges for the Bond filed at the rates filed in accordance with applicable Nevada law.
  - b.** Collateral.
  - c.** Actual expenses incurred in connection with the transaction, which are limited to:
    - i.** Guard fees;
    - ii.** Notary public fees, recording fees, expenses incurred for necessary long distance telephone calls and charges for telegrams; and
    - iii.** Travel expenses incurred more than 25 miles from the Bail Producer's principal place of business. Such expenses:
      - 1)** may be billed at the rate provided for state officers and employees generally; and
      - 2)** may not be charged in areas where bail producers advertise a local telephone number.
    - iv.** Expenses incurred to verify underwriting information.
  - d.** Other actual expenditures necessary to the transaction, which are not usually and customarily incurred in connection with bail transactions.
  - e.** Actual expenses incurred in good faith, by reason of your breach of any of the terms of the Agreement or any other written agreement under which and pursuant to which the Bond was written, which must not exceed the principal sum of the Bond, plus any reasonable expenses that may be verified by receipt in a total amount of not more than the principal sum of the Bond or undertaking, incurred in good faith by the Surety, Bail Producer, and their agents, licensees and employees, by reason of your breach.
- 2.** If the Bail Producer or bail solicitor, without "good cause," surrenders Defendant to custody before the time specified in the Bond for Defendant's appearance, or before any other occasion where Defendant's presence in court is lawfully required, the premium is returnable in full. "Good cause" includes, but is not limited to:
  - a.** information from a source credible under the circumstances that Defendant intended to fail to appear before the appropriate court at the date and time prescribed;
  - b.** materially false information on your Bail Bond Application;
  - c.** an increase by the court in the amount of bail beyond sound underwriting criteria employed by Surety or Bail Producer;
  - d.** a material change in the collateral posted by you or one acting your behalf;
  - e.** a change of address or telephone number by Defendant made without giving reasonable notice to Bail Producer;
  - f.** commission of another crime, other than a minor traffic violation, by Defendant while on bail;
  - g.** failure of Defendant to appear in court at the appointed time; or
  - h.** a finding of guilt against Defendant by a court of competent jurisdiction.

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**Supplemental Terms and Conditions Continued from Page 4**

3. Collateral shall be returned to the person whose name appears as "Depositor" on the Collateral Receipt as soon as the obligation, the satisfaction of which was secured by the collateral, is discharged and all fees owed to the Bail Producer have been paid. The Bail Producer or Surety having custody of the collateral shall, immediately after the Bail Producer or Surety receives the Depositor's request for return of the collateral, determine whether the bail producer or Surety has received notice that the Bond obligation is discharged. If the collateral is deposited to secure the obligation of the Bond, it must be returned immediately after receipt of the request for return of the collateral and notice of the entry of any order by an authorized official by virtue of which liability under the Bond is terminated or upon payment of all fees owed to the bail producer, whichever is later. A certified copy of the minute order from the court wherein the bail was ordered exonerated shall be deemed prima facie evidence of exoneration or termination of liability.
4. If the collateral consists of any document conveying title to real property is recorded, Bail Producer or Surety having possession of the document shall immediately after the Bail Producer or Surety receives a request for return of the collateral:  
**(a)** Determine whether Bail Producer or Surety has received notice that the obligation for which the document was accepted is discharged; and **(b)** If the obligation has been discharged, reconvey the real property by delivering a deed or other document of conveyance to the person who signed the recorded document or that person's heirs, legal representative or successor in interest, which deed or other document of conveyance shall be prepared in such a manner that it may be recorded.
5. If the amount of any collateral received exceeds the amount of any bail forfeited by the Defendant for whom the collateral was accepted, Bail Producer or Surety having custody of the collateral shall, immediately after the bail is forfeited, return to the person whose name appears as Depositor on the Collateral Receipt the amount by which the collateral exceeds the amount of the bail forfeited.
6. Any returned collateral is subject to a claim for fees, if any, owed to Bail Producer or Surety returning the collateral.
7. In accordance with NAC 697.510, Bail Producer or Surety may maintain cash collateral in an interest-bearing account with a bank, savings and loan association, thrift company or similar institution in this state, and may retain the interest earned on that money.
8. Except as expressly provided in this Supplement, 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 Supplement, this Supplement shall control.

**Authorized Signatures**

I/we have read and approve the foregoing and attest under penalty of perjury to the truth and accuracy of the matters and information contained therein.

**Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

Defendant

Sign \_\_\_\_\_

Print \_\_\_\_\_

Indemnitor

Sign \_\_\_\_\_

Print \_\_\_\_\_