

# BAIL BOND APPLICATION AND AGREEMENT

(Please answer each question in full)

(Please print answers)

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 Universal Fire & Casualty Insurance Company ("Surety") to issue, or cause to be issued, a bail bond or undertaking for you, using power of attorney number(s) (if known) \_\_\_\_\_, in the total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the \_\_\_\_\_ Court of \_\_\_\_\_ ("Bond").

## 1. DEFENDANT'S NAME AND ADDRESS

Name _____ First Middle Last	Nickname/Alias _____	
Home Phone # _____	Cell Phone # _____	Work Phone # _____
Email _____		
Current Home Address _____		
Apartment/Condo Bldg. Name _____		
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 _____

## 2. PERSONAL DESCRIPTION

Date of Birth _____	Where _____ (City & State)	Sex _____	
Social Security # _____	Driver's License # _____	Issuing State _____	
Height _____	Weight _____	Eye Color _____	Hair Color _____
Scars, Marks, Tattoos _____	Complexion _____	How Long in U.S.? _____	
Union? _____	Local # _____		
Military Service: Branch _____	Active? _____	Discharge Date _____	

## 3. EMPLOYMENT

All Occupations for the past 5 years _____		
Current Employer Name and Address _____		
How Long? _____	Phone # _____	Supervisor's Name _____
Former Employer _____	Phone # _____	How Long? _____

## 4. MARITAL STATUS/CHILDREN

<input type="checkbox"/> Married	<input type="checkbox"/> Divorced	<input type="checkbox"/> Separated	<input type="checkbox"/> Widowed	<input type="checkbox"/> Single	<input type="checkbox"/> Cohab
Spouse/girl/boyfriend's Name _____	How Long Married/together? _____				
First Middle Last					
Address (if different) _____	Email _____				
Home Phone # (if different) _____	Cell Phone # _____				
Occupation _____	Employer _____	How Long? _____			
Social Security # _____	Work Phone # _____				
Child's Name _____	Date of Birth _____	School/Employer _____			
Child's Name _____	Date of Birth _____	School/Employer _____			
Child's Name _____	Date of Birth _____	School/Employer _____			

## 5. AUTOMOBILE

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 Officer _____	
Jail Location _____	Booking # _____		
Charges _____			
Previous Arrests:	<u>Charges</u>	<u>Date</u>	<u>Where</u>
	_____	_____	_____
	_____	_____	_____
Pending Charges in Other Counties _____			
Are you on probation? _____	Parole/probation officer name and phone # _____		
Are you now under any bond? _____	Have you ever failed to appear in court? _____		
Bonded before by _____	When? _____		

**7. ATTORNEY**

Name and Firm _____	
Address _____	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 _____

**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(s); (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's application or indemnity 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 bail bond(s) 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 shall be in the amount of ten percent (10%) of the amount of the Bond unless otherwise required by applicable law (if any) as stated in an attached addendum), 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 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 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 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 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: (i) Surety, at its discretion, will use network-based location technologies to find you; (ii) this is the only notice you will receive for the collection of your location information; (iii) Surety will retain location data only while the Bond is in force and during any applicable remission period; (iv) Surety will disclose location information only to the courts as required by court order; (v) Surety and its licensed producers, designees and representatives will be the only persons with access to your location information; (vi) **YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE DURING THE BAIL PERIOD;** and (vii) 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(s) 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.

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

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

Signature of Defendant \_\_\_\_\_

<b>SURETY:</b> Universal Fire & Casualty Insurance Company 3214 Chicago Dr Hudsonville, MI 49426 Phone (800) 874-8742	<b>BAIL PRODUCER:</b>  <small>[stamp must include name, address, phone no. and license no.]</small>
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