



BAIL BOND AGREEMENT ("Agreement")

PRODUCER NAME, ADDRESS, PHONE, EMAIL AND PRODUCER LICENSE NUMBER MUST BE PREPRINTED OR STAMPED HERE:

**THIS IS A DOUBLE SIDED DOCUMENT
READ ALL SIDES CAREFULLY**

Agreement Details	In consideration of Allegheny Casualty Company ("Surety"), through 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 Name	Total Bond Amount \$
	Indemnitor Name(s)		Total Premium \$
	Power Number(s)		("Bond")
I/we represent and that I/we have read, approve and agree to all of the terms and conditions found on following pages (front and back).			

Signatures	Signed, sealed and delivered this _____.	
	Defendant Signature	Indemnitor Signature
	Print Name	Print Name
	Indemnitor Signature	Indemnitor Signature
	Print Name	Print Name
	Indemnitor Signature	Indemnitor Signature
Print Name	Print Name	

Translation Request - Solicitud de traducción.	Si no puede leer ni entender Inglés, favor de marcar este cuadro. (If you cannot read or understand English, please check this box.)		<input type="checkbox"/> Check box and complete the following if translation is required
	Translation Certification. The undersigned translator makes this affidavit and hereby certifies, under penalty of perjury, that he/she read verbatim and translated this entire document, including the reverse side, and all related bond application documents including disclosures, promissory notes, security instruments and trust deeds, to the Indemnitor signing below in his/her primary language.		
	Translator Print Name	Translator Signature	
	Translator Full Address	Date	
Confirmo por mi colocación de mis iniciales que las dos caras de este acuerdo han sido traducidos completamente a mi satisfacción. (I confirm by my affixing my initials that this contract has been translated to my satisfaction.)			
INDEMNITOR Initials _____			

READ ALL TERMS AND CONDITIONS ON THE FRONT AND BACK OF EACH PAGE

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

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

2. Defendant agrees to appear in any Court as required in connection with the Bond at the dates and times stated in the Bond and/or as may be ordered by the Court. Indemnitor will ensure that Defendant appears in Court as so required or as ordered by the Court.

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 and/or this Agreement. If the Defendant is surrendered before a failure to appear in Court, and for a reason other than as stated in paragraph 4, you may be entitled to a refund of the Bond premium if required by applicable law (if any).

4. Unless otherwise provided by applicable law (if any), 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:

- (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 notifying the Surety prior to the move, 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's bail is increased;
- (g) Indemnitor requests that Defendant be surrendered; or
- (h) 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).

5. **The defendant may be surrendered without the return of premium** for the Bond if the defendant does any of the following:

- (a) Willfully fails to pay the premium to the Surety or willfully fails to make a premium payment under the agreement specified in G.S. 58-71-167;
- (b) Changes his or her address without notifying the surety before the address change;
- (c) Physically hides from the Surety;
- (d) Leaves the State without permission of the Surety;
- (e) Violates any order of the court;
- (f) Fails to disclose information or provides false information regarding any failure to appear in court, any previous felony conviction within the past 10 years or any charges pending in any State or federal court; or
- (g) Knowingly provides the Surety with incorrect personal identification, or uses a false name or alias.

6. In the event that the apprehension and surrender of Defendant to custody is required for any reason, including the failure to appear by Defendant at any required Court proceeding or hearing, Defendant understands, agrees, and acknowledges that such apprehension and surrender involves risk of harm to Defendant and others, and as such, Defendant accepts the risk of such harm that may be caused to Defendant and/or others. Defendant also agrees to defend, indemnify and hold Surety harmless (including all agents and employees thereof) from any injuries, harm, losses, claims, actions, lawsuits, damages, liability, demands, fees and expenses, including attorneys fees and costs, made by any third party against Surety (including all agents and employees thereof) arising out of such apprehension and surrender of Defendant (as permitted by applicable law).

7. 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 claims, lawsuits, damages, losses, liability, demands, actions, judgments, fees, fines, penalties and expenses (including attorneys fees and costs), relating to, or arising out of, Surety's issuance or procurement of the Bond (as permitted by applicable law) (together, "Liabilities").

Further, you will, upon demand, place with Surety the requisite cash funds to meet any Liabilities (including a pending, unpaid judgment or forfeiture demand), whether the demand is made before or after Surety has paid or advanced such funds.

8. Subject to applicable law (if any), any collateral (real or personal, including cash or securities) pledged to or deposited with Surety as security for the obligations under this Agreement ("Collateral") will be returned to you within 72 hours after final termination of liability on the Bond. You may provide evidence of final termination of liability on the Bond by delivering to Surety 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. 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.

9. 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 duly license (and if applicable) appointed person or entity ("Assignee") without notice to or consent from you.

10. 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.

11. 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.

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 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.

13. You irrevocably grant to Surety and Bail Producer, and their agents and employees, the right to enter your residence, or any other residence or real property 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.

14. 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 and track any wireless device of Defendant at any time during the period of the Bond is in force and any applicable Bond remission period, and the Bond is conditioned upon the full compliance by Defendant with the following terms and conditions:

(a) Surety, at its discretion, will use network-based location technologies to locate Defendant; (b) This is the only notice Defendant will receive for the collection of location information; (c) Surety will retain location data only while the Bond is in force and during any applicable Bond remission period; (d) Surety may disclose location information as required by Court Order or process; (e) Surety, including its agents and representatives, will be the only entities or persons with access to your location information; and (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.

Direct all questions regarding this paragraph to the Surety.

15. If Defendant leaves the state in which the Bond was issued, subject to applicable law, Defendant waives any rights to oppose extradition proceedings.

16. 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 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.

17. 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, obligations and/or liabilities between 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.