

Verified By _____

Date _____

Notes _____

(For Agency Use Only)

Date of Bond _____

Agent _____

TOTAL BOND _____

Signature

BAIL BONDS

CONFIDENTIAL BAIL BOND APPLICATION AND INDEMNITY AGREEMENT

**** All Questions Must Be Answered In Full ****

Defendant's Cell Phone _____

Defendant Name _____ AKA _____ Home Phone _____

Employer _____ How Long _____ Job Title _____ Work Phone _____

Home Address _____ City _____ St _____ Zip _____ How Long _____

☐Rent ☐Own Landlord _____ U.S. Citizen ☐Y ☐N Medical Conditions/Disabilities: _____

Previous Address _____ How Long _____

DOB _____ Place of Birth _____ SSN _____ - _____ - _____ DL# _____

Sex _____ Race _____ Height _____ Weight _____ Eyes _____ Hair _____ Scars/Tattoos _____

MARITAL STATUS: ☐Married ☐Divorced ☐Separated ☐Widowed ☐Single ☐Cohab

Defendant's Spouse _____ How Long Together? _____ Spouse Phone _____

Spouse DOB _____ Spouse Place of Birth _____ Spouse Employer _____

Number of Children _____ Ages _____ School(s) Attended _____

Auto 1 _____ Tag No _____ Color _____ Where Financed _____

Auto 1 _____ Tag No _____ Color _____ Where Financed _____

List Any Previous Arrests: _____ Is Defendant on Probation Now? _____

Has the defendant ever been under bail bond? _____ I f yes, what Agent/Company? _____

CONTACTS & REFERENCES: Complete this section thoroughly & accurately. MINIMUM OF 5 CONTACTS WITH CURRENT CONTACT INFO.

	NAME	OCCUPATION	ADDRESS	PHONE
Attorney	_____	Attorney _____	_____	_____
Mother	_____	_____	_____	_____
Father	_____	_____	_____	_____
Brother	_____	_____	_____	_____
Sister	_____	_____	_____	_____
Friend	_____	_____	_____	_____
Contact 1	_____	_____	_____	_____
Contact 2	_____	_____	_____	_____
Contact 3	_____	_____	_____	_____

Co-Signer / Indemnitor

Full Name _____ Home Phone _____ Cell Phone _____

DOB ____ / ____ / ____ SSN _____ - _____ - _____ Relationship to Defendant _____

Address _____ City _____ ST _____ Zip _____ How Long _____

Vehicle Make/Model _____ Employer _____ Job Title _____ How Long _____

Co-Signer / Indemnitor

Full Name _____ Home Phone _____ Cell Phone _____

DOB ____ / ____ / ____ SSN _____ - _____ - _____ Relationship to Defendant _____

Address _____ City _____ ST _____ Zip _____ How Long _____

Vehicle Make/Model _____ Employer _____ Job Title _____ How Long _____



TEXT MESSAGE REMINDERS will be sent one day prior to all court appearances. (LIST UP TO 3 NUMBERS)

CELL PHONE # _____ CARRIER _____ CELL PHONE # _____ CARRIER _____

CELL PHONE # _____ CARRIER _____ Email Alerts: _____

TERMS AND CONDITIONS

The following terms and conditions are an integral part of this application for appearance Bond(s) for which Signature Bail Bonds or its agent shall receive a premium in the amount of _____ (\$ _____) Dollars per annum, and the parties agree that said appearance bond(s) is conditioned upon full compliance by the principal of all terms and conditions and is part of said bond and application thereof:

1. Signature Bail Bonds, Bail USA Inc. as Managing Agent for Surety, American Contractors Indemnitors Company and/or its agents shall have control and jurisdiction over the principal during the term for which the bond is executed and shall have right to apprehend, arrest and surrender the principal to the proper officials at any time and place and transport defendant for the purpose of surrender from and within any state as provided by law.
2. There will be no refund of bail premium regardless of the outcome of the case unless the appearance bond is returned without first being signed by the defendant; if additional charges or a hold is issued for defendant, premium for this bond shall remain earned.
3. It is understood and agreed that any one of the following events shall constitute a breach of principal’s obligation to Signature Bail Bonds and Signature Bail Bonds shall have the right to forthwith apprehend, arrest and surrender principal and principal shall have no right to any refund of premium and any unpaid premium shall remain owed and due immediately:

a) If principal shall depart the jurisdiction of the court without the written consent of the court or the bail agent.

b) If principal shall move from one address to another without notifying Signature Bail Bonds in writing prior to move.

c) If principal commits any act which constitutes reasonable evidence of principal’s intention to cause a forfeiture of said bond.

d) If principal is arrested and incarcerated for any offense other than a minor traffic violation.

e) If principal made or makes any material false statement in this application.

Indemnity Agreement For Surety Appearance Bond Executed by:

Signature BAIL BONDS CORPORATION & AMERICAN CONTRACTORS INDEMNITY COMPANY

WHEREAS, Signature Bail Bonds at the request of the undersigned and upon the SURETY hereof, has executed an appearance bond(s) for _____, defendant, in the sum of \$ _____ Dollars by its certain bond or undertaking, a copy of which is attached hereto and made a part hereof. **As a condition of the defendant’s continued release, the defendant must: 1. not move from his/her address without PRIOR NOTICE and must make themselves reasonably available by phone; 2. defendant must check-in with Signature Bail Bonds according to the following schedule and at other time(s) as requested:** _____

NOW THEREFORE, the undersigned does hereby undertake, agree and bind themselves, their legal representatives, successors to the terms and conditions stated on **PAGES 3 & 4 OF THIS AGREEMENT:**

FURTHERMORE, by signing below, I hereby authorize Signature Bail Bonds Corporation., its attorney-in-fact or independent contractor to obtain a report of my employment, credit history or other information required in fulfilling the obligations of this agreement. For good and valuable consideration, the undersigned principal and indemnitor(s) hereby agree to indemnify and hold harmless Signature Bail Bonds and its Agents for any and all losses not otherwise prohibited by law, or rules and regulation promulgated under any applicable statute; All statements made within this application for appearance bond are true and correct.

Principal/Defendant’s Signature _____ Date: _____

Co-Signer/Indemnitor’s Signature _____ DL# _____ Date: _____

Co-Signer/Indemnitor’s Signature _____ DL# _____ Date: _____

1. That the defendant will appear for any APPEARANCE(S) forthcoming before the Court named in said bond, attached hereto, at the time therein fixed and from day to day and term to term thereafter, as may be ordered by the court and failure to appear shall result in additional fees as described herein;
2. That the undersigned will at all times indemnify and hold SIGNATURE BAIL BONDS and AGENTS harmless from and against every and all claim, demand, liability, cost, charge, counsel fee, expense, suit order, judgment or adjudication whatsoever in which the said SURETY shall or may for any cause at any time sustain or incur, by reason or in consequence of the said SURETY having executed said bond or undertaking, will, upon demand, place with said SURETY funds to meet every claim, demand, liability, cost, charge, counsel fee, expense, suit order, judgment, or adjudication against it, by reason of such undertaking and before the SURETY shall be required to pay the same. If defendant fails to appear for any court appearances while appearance bond is still active, SIGNATURE BAIL BONDS and/or its agents may use any legal and necessary means to surrender or attempt to surrender defendant into custody.
3. In the event of a failure to appear and/or any violation of the conditions of this agreement, without regard to any specific court order or judgment, all indemnitors shall be liable to SIGNATURE BAIL BONDS a recovery fee of no less than **two hundred fifty dollars (\$250.00) PER BOND and additional hourly recovery fees billed at fifty dollars (\$50.00) per hour per bail enforcer** involved and I agree to pay these fees should a bond forfeiture be ordered by the court. This recovery fee shall be in addition to all other orders, judgments and liabilities.
4. Signature Bail Bonds shall at all times be indemnified against any and all losses including any Order and Judgment of Bond Forfeiture that may relate to the execution of the appearance bond(s) and I further agree to hold the surety, Signature Bail Bonds and its agent(s) harmless from any subsequent claim made against the surety, Signature Bail Bonds or its agent as any claim may at any time be held or ordered.
5. That the failure of any of the undersigned to comply with the provisions of this agreement of indemnity shall be binding and remain binding upon the others regardless of pursuit or lack of pursuit or demand toward any other indemnitor.
6. In making application for a bail bond, each of us warrants all statements made by him or her on this application to be true, and we agree to advise Signature Bail Bonds of any change, including but not limited to any change of address or employment of either the Defendant or Co-signer, or any other material change in circumstances, within forty-eight (48) hours after knowledge of such shall have occurred, and both defendant and co-signer agree that any failure to so notify shall be reasonable cause for the immediate surrender of the Defendant.
7. Co-Signer agrees to aid Signature Bail Bonds or its agent in securing release or exoneration from all liability under bail bond, including the surrender of the defendant to court or incarceration should Signature Bail Bonds deem such action advisable.
8. Defendant agrees to be transported by the bail agent, aka bondsman or a bail enforcer appointed by the bondsman or its surety, at any time while any appearance bonds are active, from any location within the U.S. to the county in which bond(s) have been executed as it may relate to this or any subsequent bond(s) executed by the name SURETY, Signature Bail Bonds or its agents.
9. All parties agree that bail premium is fully earned at the time bond is executed and balance, if any, shall be paid regardless of duration or outcome of case and in any case in which the bond has not been exonerated within 12 months from its execution, indemnitors agree to pay a renewal premium equal to the original premium twelve months after the date on which the bond is executed.
10. 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.
11. 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.
12. 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.
13. 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.
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, 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 grants 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.
15. 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, debts (including promissory notes), damages, judgments, interest, premiums (including renewal premiums, which are due on demand twelve months after the date on which the Bond is issued, services charges, 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.
16. 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.

17. 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: (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.

18. 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 inability to enforce any provision herein (or portion thereof) shall in no way effect the validity or enforceability of any other provision (or portion thereof).

19. You have not been paid to sign this Agreement; you voluntarily agree to the terms and conditions mentioned herein; and you have read the above contract, understand it and agree to fulfill ALL of the provisions therein.

20. 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.

21. 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 including, without limitation, premium or renewal premium charges, 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.

22. 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.

23. This agreement shall not give warrant for cosigners to have authority over the defendant in any way that would infringe upon the defendant's rights or freedoms; cosigners **MAY NOT** use this undertaking to enforce additional rules or restriction outside of this agreement; upon execution of this appearance bond, all indemnitors shall remain fully liable until all bonds related to this undertaking are discharged.

WARNING TO OKLAHOMA RESIDENTS: 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.

BAIL JUMPING CHARGES IN OKLAHOMA _____ DEFENDANT INITIALS

Whoever, having been admitted to bail or released on recognizance, bond, or undertaking for appearance before any magistrate or court of the State of Oklahoma, incurs a forfeiture of the bail or violates such undertaking or recognizance and willfully fails to surrender himself within five (5) days following the date of such forfeiture shall, if the bail was given or undertaking or recognizance extended in connection with a charge of felony or pending appeal or certiorari after conviction of any such offense, be guilty of a felony and shall be fined not more than One Thousand Dollars (\$1,000.00) or imprisoned not more than one (1) year, or both. Nothing in this section shall be construed to interfere with or prevent the exercise by any court of its power to punish for contempt. Statutory Authority: 22 O.S. 1991, § 1110.

ARREST AUTHORITY OF SURETY AND ITS AGENTS _____ DEFENDANT INITIALS

Any party charged with a criminal offense and admitted to bail may be arrested by his bail at any time before they are finally discharged, and at any place within the state; [or any other state by authority of Supreme Court ruling Taylor v. Taintor] or by a written authority endorsed on a certified copy of the recognizance, bond or undertaking, may empower any officer or person of suitable age and discretion, to do so, and he may be surrendered and delivered to the proper sheriff or other officer, before any court, judge or magistrate having the proper jurisdiction in the case; and at the request of such bail the court, judge or magistrate shall recommit the party so arrested to the custody of the sheriff or other officer, and endorse on the cognizance, bond or undertaking, or certified copy thereof, after notice to the district attorney, and if no cause to the contrary appear, the discharge and exoneration of such bail; and the party so committed shall therefrom be held in custody until discharged by due course of law. Statutory Authority: 22 O.S. 1991, § 1107.

ADDITIONAL TERMS OF BAIL BOND AGREEMENT: _____

COSIGNER / INDEMNITOR INITIALS: _____