

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**

<b>Agreement Details</b>	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 warrant that I/we have read, approve and agree to all of the terms and conditions found on following pages (front and back).			

<b>Signatures</b>	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
	Indemnitor Signature	Indemnitor Signature
	Print Name	Print Name

<b>Translation Request - Solicitud de traducción.</b>	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"/>	<b>Check box and complete the following if translation is required</b>
	<b>Translation Certification.</b> 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) and as may be stated in the Supplemental Terms and Conditions.

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 to custody, and you shall have no right to the 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 any changes in address;
- (c) Defendant commits any act that constitutes reasonable evidence of the intention to cause a forfeiture of the Bond or Defendant's failure to appear in Court as required;
- (d) Defendant is arrested and incarcerated for any other offense (other than a minor traffic violation);
- (e) Defendant or an Indemnitor makes any materially false statement in any material submitted to Surety for the Bond, including the Bail Bond Application and Indemnitor Application;
- (f) The bail for Defendant is increased;
- (g) Indemnitor requests the surrender to custody of the Defendant; and/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 collateral pledged as security for the Bond.

5. 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.

6. 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 (together, "Liabilities"), 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 to twenty percent [10-20%] of the amount of the Bond plus any out of pocket expenses);
- (c) any and all costs incurred to extradite and/or apprehend and return Defendant to custody; and/or
- (d) if a collection action is required under this Agreement, reasonable and actual attorney's fees plus any and other costs, expenses and/or assessments that may be incurred as a result thereof the forfeiture of the Bond as subject to applicable law (if any).

The voucher, check or other evidence of any payment made by Surety shall be conclusive evidence of such payment in any action against you as to the propriety of such payment and as to the extent of your liability to Surety for such payment hereunder.

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.

7. 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") is held for the payment or reimbursement of any and all sums due to Surety for any and all Liabilities sustained, paid or incurred by Surety. You authorize the Surety to hold, apply or sell the Collateral, or any part thereof, in order to pay or reimburse the Surety for any and all sums due to Surety under this Agreement, the Bond and/or to place the Surety in cash funds so as to protect the Surety against the payment of any Liabilities, including any claim, demand, loss, or judgment arising out of the Bond, even if the Surety has not paid any such Liability. Subject to applicable law (if any), 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.

8. The Surety shall not be liable for the depreciation of any Collateral or for any interest thereon. In the event of depreciation of the value of Collateral, or any part thereof, or of any Collateral that may be hereafter pledged to or deposited with the Surety, upon request of the Surety, you shall provide the Surety with additional and satisfactory Collateral so that the total value of the Collateral shall equal the value of the Collateral at the time of the initial pledge or deposit. Subject to applicable law (if any), 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.

9. If a Confession of Judgment ("COJ") is taken as security for the Bond, the Surety shall have the right to enter, record and file the COJ at any time, and such COJ shall constitute a lien 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 COJ. If such COJ is entered, recorded or filed by the Surety against you, the COJ entered shall be effective and available to the Surety against you.

**10.** You acknowledge and agree that the Surety may foreclose against the Collateral and/or exercise any of the rights or remedies provided 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.

**11.** Subject to applicable law (if any), the Surety will return the Collateral to you when all of the following are satisfied:  
**(a)** the Surety receives sufficient and competent written legal evidence satisfactory to the Surety (for example, written notice from the Court) of the discharge, release or exoneration of the Surety 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 obligations executed by, for or on behalf of the Defendant for which the Surety may deem it advisable to retain such Collateral for its protection; and **(d)** upon the request by Surety, you shall execute and deliver to Surety a legal release of claims upon the return by Surety 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 the Collateral, including payment of taxes, liens or mortgages and any attorney's fees, costs and service fees for time spent and/or special services rendered.

**12.** 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 right of the Surety 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.

**13.** 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.

**14.** 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.

**15.** 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.

**16.** 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, you waive and release any and all causes of action in connection therewith, including without limitation, torts of trespass and false imprisonment.

**17.** 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.

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

**19.** 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.

**20.** 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.

1. The Agreement is subject to the "Amount of Charges to You" provisions of the document entitled "TENNESSEE NOTICE IF YOU USE A PROFESSIONAL BONDSMAN," which provisions are incorporated herein by this reference.
2. The Bail Producer or Surety may surrender you at any time for "good cause," which includes, but is not limited to, the following:
  - (a) Defendant has violated any contractual provisions between you and the Bail Producer or Surety;
  - (b) the Bail Producer or Surety has good cause to believe Defendant will not appear as ordered;
  - (c) a forfeit, conditional or final, has been rendered against Defendant;
  - (d) Defendant has failed to appear in court either as ordered by the court or as commanded by any legal process; or
  - (e) Defendant has been arrested while on bond.
3. If Defendant is returned to custody by the Bail Producer or Surety without "good cause" as described in section 2 above, your premium shall be reduced or refunded in direct proportion to the percentage of the unexpired time remaining under the Agreement. If Defendant is returned to custody by the Bail Producer or the Surety without good cause and your premium is being made in equal installments, then no further payment shall be due or payable.
4. 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.

**NOTICE IF YOU USE A TENNESSEE PROFESSIONAL BONDSMAN**

**Amount of Charges to You**

The premium fee for this Bond should not be more than ten percent (10%) of the face amount of the Bond. For example, if the Bond is \$2,500, the premium on the bond should not be more than \$250. In addition to this amount, the law also permits a one-time \$25 initiation fee ( T.C.A., 40-11-316).

**Insist on a Receipt**

The law (T.C.A., 40-11-304) requires a bail bondsman to keep a duplicate receipt. The receipt must show the name of the person paying money or pledging property, the name of the person for whom it was paid, the account or purpose for which it is received, and the suit, action or matter in which the money is paid.

**Collateral That Can Be Required**

If a bondsman insists on collateral in addition to the ten percent (10%) premium fee, you may wish to talk to another bondsman. However, a bondsman may accept collateral, and if the bondsman accepts collateral, the bondsman must give you a written receipt for the collateral, and the receipt shall give in detail a full description of the collateral received and the terms of redemption as required by T.C.A., 40-11-126(a)(8).

**A BONDSMAN MAY NOT LOCK A DEFENDANT BACK UP OR SURRENDER THE DEFENDANT ARBITRARILY OR WITHOUT GOOD CAUSE. GOOD CAUSE MAY INCLUDE DEFENDANT'S FAILURE TO PERFORM THE OBLIGATIONS UNDER THE CONTRACT YOU HAVE WITH YOUR BONDSMAN (T.C.A. 40-11-126(a)(7) & 40-11-132).**