

NORTH CAROLINA BAIL BOND APPLICATION AND AGREEMENT

You, the undersigned Defendant ("Defendant" or "you"), hereby represent that the following declarations made and answers given are true, complete and correct and are made for the purpose of inducing Lexington National Insurance Corporation ("Surety") to issue, or cause to be issued, bail bond(s) or undertaking(s) for you (singularly or collectively the "Bond"), using power of attorney number(s) (if known) _____, in the total amount of _____ in the _____ Court of _____.

1. DEFENDANT'S NAME AND ADDRESS

Name _____	AKA _____	
First _____	Middle _____	Last _____
Home Phone # _____	Cell Phone # _____	Work Phone # _____
Email _____	Facebook User Name: _____	Other Social Media: _____
Current Home Address _____		
How Long _____	<input type="checkbox"/> Rent or <input type="checkbox"/> Own	Landlord/Mortgage Holder _____
Former Home Address _____	How Long _____	<input type="checkbox"/> Rent or <input type="checkbox"/> Own
How Long Resided in Current City _____	State _____	Prior City/State Lived in _____ How Long _____

2. PERSONAL DESCRIPTION

Date of Birth _____	City and State Born _____	<input type="checkbox"/> Male <input type="checkbox"/> Female			
Social Security # _____	Driver's License # _____	Issuing State _____			
Height _____	Weight _____	Eye Color _____	Complexion _____	Hair Color _____	Glasses <input type="checkbox"/> Yes <input type="checkbox"/> No
Scars, Marks, Tattoos _____					
U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	How Long in U.S. _____	Nationality _____	Alien # _____		
Any Medical Conditions/Disabilities _____					

3. EMPLOYMENT

All occupations for the past 5 years: _____					
<u>Current Employer</u>					
Name _____	How Long _____	Phone# _____	Position _____		
Address: _____			Supervisor's Name _____		
<u>Most Recent Former Employer</u>					
Name _____	How Long _____	Phone# _____	Position _____		
Address: _____			Supervisor's Name _____		
<u>Next Most Recent Former Employer</u>					
Name _____	How Long _____	Phone# _____	Position _____		
Address: _____			Supervisor's Name _____		
Union _____	Local # _____	Military Service: Branch _____	Active <input type="checkbox"/> Yes <input type="checkbox"/> No	Discharge Date _____	

4. MARITAL STATUS/CHILDREN: Married Divorced Separated Widowed Single Cohab How long married/together _____

Spouse/girl/boyfriend's Name _____	Social Security # _____		
Address (if different) _____	Email _____		
Home Phone # (if different) _____	Cell Phone # _____	Work Phone # _____	
Employer _____	Position _____	How Long _____	
Supervisor's Name _____	Former Spouse's Name _____		
Child's Name _____	Date of Birth _____	School/Employer _____	Other Parent's Name _____
_____	_____	_____	_____
_____	_____	_____	_____

5. VEHICLE

Describe Auto: Year _____ Make _____ Model _____ Color _____ Plate # _____ State _____

Where Financed _____ Amount Owed # _____

Insurance Company Name _____ Ins. Agent's Name _____ Ins. Agent's Phone # _____

6. ARREST INFORMATION

Date of Arrest _____ Booking Name (if different) _____ Arresting Agency _____

Jail Location _____ Booking # _____

Charges _____

Previous Arrests:	Charges	Date	Where

Pending Charges in Other Counties _____

Are you on parole/probation Yes No Parole/probation officer name and phone # _____

Are you now under any bond Yes No Have you ever failed to appear in court Yes No

Bonded before by _____ When _____

7. ATTORNEY

Name and Firm _____ Phone # _____

8. RELATIVES AND FRIENDS

Father's Name _____ Address _____

Home Phone: _____ Cell Phone # _____ Work Phone # _____

Email _____ Employer _____

Mother's Name _____ Address _____

Home Phone: _____ Cell Phone # _____ Work Phone # _____

Email _____ Employer _____

Other Relative/Friend's Name _____ Relationship _____ How long known: _____

Address _____ Employer _____

Home Phone # _____ Cell Phone # _____ Work Phone # _____

Email _____ Social Media: _____

Other Relative/Friend's Name _____ Relationship _____ How long known: _____

Address _____ Employer _____

Home Phone # _____ Cell Phone # _____ Work Phone # _____

Email _____ Social Media: _____

9. NOTES

Signed, sealed and delivered this _____ day of _____, 20____

Signature of Defendant _____

<p>SURETY: LEXINGTON NATIONAL INSURANCE CORPORATION P.O. Box 6098 Lutherville, Maryland 21094 Phone: (888) 888-2245</p>	<p>BAIL PRODUCER: [stamp must include name, address, phone #. and license #]</p>
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BAIL BOND APPLICATION AND AGREEMENT
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. At any time before there has been a breach, the Surety or bail producer may surrender you in accordance with applicable state law; in such case the full premium shall be returned to the person whose name appears as Payer on the Premium Receipt within 72 hours after the surrender. However, the Surety or bail producer does not have to return the premium, if:
 - a. you willfully fail to pay the premium due to the Surety or bail producer;
 - b. you change your address without prior notice to Surety or bail producer, physically hide from the Surety or bail producer, or leave the state without the Surety's or bail producer's permission;
 - c. you violate any order of the court;
 - d. you fail to disclose information, or provide false information regarding any failure to appear in court, any previous felony convictions within the past 10 years, or any charges pending in any state or federal court, or knowingly provide the Surety or bail producer with incorrect personal identification or use a false name or alias.
3. You shall indemnify the Surety and keep the Surety indemnified and hold it harmless from and against any and all losses, demands, and liabilities arising out of Surety's issuance or procurement of the Bond including the following: (a) the principal amount of any forfeiture of, or judgment on, the Bond, and (b) fugitive recovery reimbursement if there is a forfeiture of the Bond.
4. If the amount of the Bond is reduced, the collateral security and all indemnity obligations under the Agreement shall be reduced to the same extent that the liability under the Bond was reduced, and any excess thereof shall be immediately returned to the person whose name appears as Depositor on the Collateral Receipt. No portion of the premium shall be returned to you if the Bond amount is reduced.
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 any 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 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 your bail and any applicable 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 you; (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 remission period; (d) Surety will disclose location information only to the courts as required by court order; (e) Surety and its licensed producers, designees 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 BAIL PERIOD**; and (g) 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 was posted.
8. 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 waive 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.