

# UTAH - INDEMNITOR APPLICATION AND AGREEMENT

You, the undersigned indemnitor ("Indemnitor" 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 Lexington National Insurance Corporation ("Surety") to issue, or cause to be issued, bail bond(s) or undertaking(s) (singularly or collectively the "Bond") for \_\_\_\_\_ ("Defendant") using power of attorney number(s) (if known)

First Middle Last

\_\_\_\_\_, in the total amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the \_\_\_\_\_ Court of \_\_\_\_\_.

**1. INDEMNITOR NAME AND ADDRESS**      RELATIONSHIP TO DEFENDANT \_\_\_\_\_

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	Landlord/Mortgage Holder _____

**2. PERSONAL DESCRIPTION**

Date of Birth _____	Where Born _____	Male <input type="checkbox"/> Female <input type="checkbox"/>	Race _____
(City and State)			
Social Security # _____	Driver's License # _____	Issuing State _____	
U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	How Long in U.S. _____	Nationality _____	Alien # _____
Additional Notes: _____			

**3. EMPLOYMENT**

Employer _____	Position _____	How Long _____
Employer Address _____	Supervisor's Name: _____	
Union _____	Local # _____	Military: Branch _____ Active <input type="checkbox"/> Yes <input type="checkbox"/> No Discharge Date _____

**4. MARITAL STATUS**     Married     Divorced     Separated     Widowed     Single     Cohab

Spouse/girl/boyfriend's Name _____		How long married/together _____
First	Middle	Last
Address (if different) _____		
Email _____	Social Security # _____	
Home Phone # (if different) _____	Cell Phone # _____	
Employer _____	Position _____	How Long _____

**READ ALL TERMS ON BACK SIDE**

THIS FORM IS FOR UTAH USE ONLY  
White - Producer Copy • Yellow - Indemnitor Copy

THIS INDEMNITY AGREEMENT (“Agreement”) is entered into between you, the undersigned Indemnitor, and Surety through Surety’s duly appointed independent bail producer referenced on front side (“Producer”).

1. You will have Defendant appear in any court required in connection with the Bond at the times stated in the Bond and all other times as may be ordered by the court.
2. **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 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 is typically ten percent of the amount of the Bond for an in-state recovery, plus any out of pocket expenses), (c) any and all extradition costs that may be incurred to apprehend and return the Defendant, 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 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.**
3. Subject to applicable law (if any): (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, damages, judgments, interest, 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), 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.
4. The Surety shall not be liable for the depreciation of any collateral or for any interest thereon. In the event a third party appraiser retained at the expense of the Surety or Producer determines that the value of any collateral deposited with the Surety has decreased since being provided as security for the Bond, then you shall have 15 days to 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), 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.
5. Collateral may be provided to secure Bond fees, the face amount of the Bond issued, or both. If the Surety or bail producer accepts the same collateral to secure the Bond fees and the face amount of the Bond issued, then, in the event of a failure to pay Bond fees when due, the collateral may not be converted until the Bond is exonerated or judgment entered against the Surety and the person whose name appears as Depositor on the Collateral Receipt has been given no less than 15 days to pay any Bond fees owing.
6. If the Surety or Producer accepts different collateral to secure the Bond fee and the face amount of the Bond issued, then: (i) the collateral securing the Bond fees may not be converted until payment has been defaulted under the terms of any promissory note for those fees, and the person whose name appears as Depositor on the Collateral Receipt has been given no less than 15 days to make the required payment; and (ii) the collateral securing the face amount of the Bond issued may not be converted until the Bond is exonerated or judgment entered against the Surety, and the Depositor has been given no less than 15 days to reimburse the Surety or bail producer for any amounts owed to the Surety or bail producer.
7. 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.

8. The collateral deposited with the Producer or Surety shall be returned to the person whose name appears as Depositor on the Collateral Receipt within 10 days after the requested return if: (i) the Bond has been exonerated, and (ii) all fees owed to the bail producer and/or Surety have been paid. If a document that conveys title to real property is used as collateral and such document is recorded, the bail producer or Surety shall execute a reconveyance of the property, executed so that the reconveyance can be recorded, and promptly deliver the reconveyance document to the person who signed the conveyance document or that person's heirs, legal representative, or successor in interest.
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 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.
10. 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.
11. 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.
12. 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.
13. 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 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.
14. 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: (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.
15. 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 unenforceability of any provision herein (or portion thereof) shall in no way effect the validity or enforceability of any other provision (or portion thereof).
16. You have not been paid to sign this Agreement. You have read the above contract, understand it and agree to fulfill ALL of the provisions therein.
17. The Agreement is subject to the provisions of the document entitled "UTAH BAIL BOND DISCLOSURE FORM," which provisions are incorporated herein by this reference.

**5. VEHICLE**

Year _____	Make _____	Model _____	Color _____	Plate # _____	State _____
Where Financed _____			Amount Owed \$ _____		

**6. REFERENCES**

Name _____	Relationship _____
Address _____	Employer _____
Home Phone # _____	Cell Phone # _____
Work Phone # _____	
Name _____	Relationship _____
Address _____	Employer _____
Home Phone # _____	Cell Phone # _____
Work Phone # _____	
Name _____	Relationship _____
Address _____	Employer _____
Home Phone # _____	Cell Phone # _____
Work Phone # _____	

**7. FINANCIAL STATEMENT/CREDIT INFORMATION**

Cash on hand \$ _____	Cash in bank \$ _____
Real Estate Value \$ _____	Real Estate Mortgage \$ _____
In whose name is title? _____	Monthly salary or wages \$ _____

**8. NOTES**

**I agree to the terms set forth on the back side of this Agreement.**

**SIGNED, SEALED AND DELIVERED** at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WITNESS

INDEMNITOR

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

<p>SURETY:  Lexington National Insurance Corporation  P.O. Box 6098  Lutherville, Maryland 21094  Phone: (888) 888-2245  E-mail: <a href="mailto:Info@lexingtonnational.com">Info@lexingtonnational.com</a></p>	<p>BAIL PRODUCER: [stamp must include name, mailing address, e-mail address, phone # and license #]</p>
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