

New Jersey Fugitive Fee Contract

This Fugitive Fee Contract ("Contract") is entered into between Lexington National Insurance Corporation ("Surety") and the undersigned ("Indemnitor").

Whereas, the Surety has issued bail bond(s) for criminal defendant \_\_\_\_\_ ("Defendant") in the amount of or totaling \_\_\_\_\_ (\$ \_\_\_\_\_) ("Bond").

Whereas, the Indemnitor has signed an Indemnitor Application and Agreement and/or other documents agreeing to be financially responsible to the Surety for, among other things, Defendant's obligation to appear in court, and

Whereas, regulations issued by the New Jersey Department of Banking and Insurance require that a separate written agreement be entered in order for Surety to recover Fugitive Fees from Indemnitor.

Now, therefore, the parties agree as follows:

1. The term "Fugitive Fees" means the actual reasonable expenses incurred in the investigation and apprehension of a Fugitive and any filing fees and court-imposed costs related to an application for the remittance of the previously forfeited bond on that Fugitive. The term "Fugitive Fee" does not include the amount of any bail forfeiture assessed by a court and does not include any attorneys fees incurred by the Surety, but may include filing fees and other court-imposed costs related to an application for remittance of the previously forfeited bond.
2. The term "Fugitive" means a defendant (a) who failed to appear in court as required by the court; (b) for whom a bench warrant for arrest has been issued; or (c) whose bail has been forfeited or revoked.
3. Indemnitor, jointly and severally if more than one, shall indemnify and hold harmless the Surety for all Fugitive Fees resulting from or relating to Surety's issuance of the Bond; provided, however, that the Fugitive Fees shall not exceed:
  - a. the greater of \$1,500 or 10% of the amount of the Bond if the Fugitive is apprehended or located while in custody within the state of New Jersey; or
  - b. the greater of \$1,500 or 20% of the amount of the Bond if the Fugitive is apprehended or located while in custody outside the state of New Jersey.

Notwithstanding any computation to the contrary made pursuant to 3(a) or (b) above, in no event shall Indemnitor's obligation to pay Fugitive Fees exceed 110% of the face amount of the Bond.

4. The voucher or other evidence of any payment made by the Surety shall be conclusive evidence of such payment against the Indemnitor both as to the propriety thereof and as to the extent of the liability thereof to the Surety. The failure of any Indemnitor to comply with the provisions of this Contract shall be binding upon the other Indemnitors.
5. The rights and obligations set forth in this Contract shall be in addition to and shall supplement the rights of the Surety against the Indemnitor in any other indemnity agreement or contract between the Surety and the Indemnitor, or as provided by statute or common law. The rights and obligations of the Surety and the Indemnitor with respect to the amount of any bail forfeiture assessed by a court shall be governed by the provisions of the separate Indemnitor Application and Agreement between the Surety and the Indemnitor.
6. The Indemnitor expressly and irrevocably grants the Surety, its representatives, agents, and designated independent contractors, the right and authority to enter Indemnitor's dwelling, at any time and without notice, in Surety's efforts to investigate or apprehend the Defendant.
7. If any provision of this Contract is deemed void or unenforceable, the Contract shall continue in force and shall be deemed revised to conform to all applicable laws and regulations regarding the recovery of Fugitive Fees.

Signed, sealed, and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

"Surety"  
By:   
Lexington National Insurance Corporation

"Indemnitor"  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Indemnitor Phone Number: \_\_\_\_\_

Indemnitor Address: \_\_\_\_\_

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