



**LEXINGTON NATIONAL  
INSURANCE CORPORATION**

PO Box 6098, Lutherville, MD 21094  
800.951.2663 www.lexingtonnational.com

**ELECTRONIC MONITORING ADDENDUM  
TO BAIL BOND AGREEMENT**

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**

**Signatures**

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_ (year).

Defendant Signature

Print Name

**Translation Request - Solicitud de traducción.**

Si no puede leer ni entender Ingles, favor de marcar este cuadro.  
(If you cannot read or understand English, please check this box.)

**Check box and complete the following if translation is required**

**Translation Certification.** 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 and agreement documents including disclosures, promissory notes, security instruments and trust deeds, to the Defendant signing below in his/her primary language.

Translator Print Name

Translator Signature

Translator Full Address

Date

Confirmo par 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.)

DEFENDANT Initials \_\_\_\_\_

**Terms and Conditions**

This Electronic Monitoring Addendum to Bail Bond Agreement ("Addendum") constitutes part of the Bail Bond Application and Agreement (collectively, "Bond Documents"), signed, sealed and delivered by you to us, and is fully incorporated into the Bond Documents by this reference. Any defined terms in this Addendum shall have the same meaning as those defined in the Bond Documents. By signing this Addendum, you agree that if the court requires you to wear an electronic monitoring device ("EM Device") and participate in an electronic monitoring program ("EM Program"), you shall comply with all related court orders, all provisions of this Addendum, and S.C. Code Ann. § 17-15-35, which generally provides that:

**READ ALL TERMS AND CONDITIONS ON THE FRONT AND BACK OF EACH PAGE**

The court may for a person charged with a violation of criminal offense where the court finds sufficient evidence of a concern for the victim's safety or the safety of any member of the public order that the person be placed on surveillance via an approved active electronic monitoring device which must be worn or possessed at all times for the duration specified by the court either in lieu of setting or requiring the posting of bond or as an additional condition of the release on bond. The device must be capable of recording the person's location at all times. If the court orders a device before the participant is allowed to leave custody, the detention facility where the defendant is located, in coordination with the approved monitoring agency, must ensure the participant is fitted with an approved active electronic monitoring device, and that all appropriate bond paperwork, including the agreement with the bonding and electronic monitoring companies acknowledging the terms and restrictions of the bond is completed.

You further acknowledge, understand and agree that wearing an EM Device means you shall be monitored continuously by an approved, tamper-proof, non-removable electronic transmitter that you agree to wear on your person at all times during the court-order monitoring period without interruption.

You further agree to:

1. Follow all instructions provided to you for the installation of the EM Device, including visiting the appropriate EM Device installation facility/monitoring agency ("EM Agency") as designated by the Court;
2. Verify your identity and location as required by the EM Agency, Court, or Surety;
3. Ensure the EM Device is always fully functional and operational, and to report to the EM Agency, Surety or law enforcement any damage, destruction, non-operation, or malfunction of the EM Device immediately but in no case later than two (2) hours after discovery that the EM Device is not working properly;
4. Not remove, disconnect, damage, shield the signal from, destroy, tamper with, or otherwise circumvent the active EM Device in any way;
5. Permit inspection of the EM Device at any reasonable time and place by the EM Agency, law enforcement or Surety;
6. Indemnify and hold the EM Agency or Surety harmless for any and all accidental or intentional damage you cause to the EM Device;
7. Pay for the fees, costs and expenses relating to the EM Device and the EM Program ("Fees"), including, without limitation, installation, maintenance and monitoring fees charged by the EM Agency or any other party relating to the EM Device or EM Program;
8. Make timely payment of all Fees and acknowledge that a payment delinquency of two (2) weeks or more is a violation of the EM Program and this Addendum;
9. Comply with all terms and conditions applicable to your pre-trial release Bond conditions, including, but not limited to all conditions and requirements relating to EM Device and EM Program;
10. Comply with all court orders imposed upon you by the EM Agency, SLED, Surety, or Court relating to the EM Device and EM Program;
11. Comply with the provisions of this Addendum, a breach of which shall constitute a breach of your obligations to Surety under the Bond Documents so that the Surety shall have the right to immediately apprehend, arrest and surrender you.

The terms and conditions imposed by the Court applicable to your pretrial release are incorporated in full in the Agreement, and you agree to comply fully with those terms and conditions. Any breach of those terms and conditions may be considered a breach of the Addendum and the Bond Documents and may lead to forfeiture of the bond.

***This Addendum is published in accordance with the regulations promulgated in SCDOI Order No. 2024-02.***