

**MARYLAND  
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 and complete and are made for the purpose of inducing Lexington National Insurance Corporation ("Surety") to issue, or cause to be issued, bail bond(s) (singularly or collectively the "Bond") for \_\_\_\_\_ ("Defendant"), using power of attorney (if known)

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

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

Full Name \_\_\_\_\_ AKA \_\_\_\_\_  
 Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_  
 Email \_\_\_\_\_ Facebook \_\_\_\_\_ Other \_\_\_\_\_  
 User Name \_\_\_\_\_ Social Media \_\_\_\_\_  
 Current Home Address \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_  
 Rent or  Own Apt. # \_\_\_\_\_ How Long \_\_\_\_\_  
 Date of Birth \_\_\_\_\_  Male  Female Social Security # \_\_\_\_\_

**2. EMPLOYMENT**

Employer \_\_\_\_\_ Position \_\_\_\_\_ How Long \_\_\_\_\_  
 Employer Address \_\_\_\_\_ Supervisor's Name \_\_\_\_\_

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

Spouse/girl/boyfriend's Name \_\_\_\_\_ How Long Married/Together \_\_\_\_\_  
 First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_  
 Address (if different) \_\_\_\_\_  
 Home Phone # (if different) \_\_\_\_\_ Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_  
 Employer \_\_\_\_\_ Position \_\_\_\_\_ How Long \_\_\_\_\_

**4. REFERENCES**

Name \_\_\_\_\_ Relationship \_\_\_\_\_  
 Address \_\_\_\_\_ Employer \_\_\_\_\_  
 Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_  
 Name \_\_\_\_\_ Relationship \_\_\_\_\_  
 Address \_\_\_\_\_ Employer \_\_\_\_\_  
 Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_

**5. FINANCIAL STATEMENT/CREDIT INFORMATION**

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

**THE PERSON SIGNING THIS INDEMNITY AGREEMENT IS ENTITLED TO A REFUND OF 100% OF THE PREMIUM PAID IF THIS BAIL BOND IS NOT POSTED**

THIS INDEMNITY AGREEMENT ("Agreement") is entered into between you, the undersigned Indemnitor, and Surety through Surety's duly appointed independent bail bond producer referenced below ("Producer").

1. You will have Defendant appear in any court required in connection with the Bond at all times 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, 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 court costs, interest and legal fees, (b) a fugitive recovery fee if there is a forfeiture of the Bond, (c) all extradition costs incurred, and (d) if a collection action is required, reasonable and actual attorneys' fees plus all other costs that may be incurred as a result of any forfeiture of the Bond subject to applicable law (if any). Further, you will, upon demand, place with Surety the requisite funds to meet any such loss, demand, and expense, whether that demand is made before or after Surety has paid or advanced such funds.**
3. Subject to applicable law (if any): (a) any collateral you deposit is deposited as security for the payment of all sums due to Surety or Producer, including all demands, judgments, interest, unpaid premiums, attorneys' fees and costs 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 of this Agreement, and all 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 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 all Liabilities, (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 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, discharged from any redemption.

4. Subject to applicable law (if any), upon receiving a request for return of collateral, the Surety or Producer shall promptly determine whether the obligation has been discharged, and upon proof of discharge, return any collateral to the person whose name appears as Depositor on the Collateral Receipt. If the Surety deems it necessary to make any outlay to protect any collateral in its possession, 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 its collateral, including payment of taxes, liens, and attorneys' fees.
5. 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.
6. 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, and agreements made by the Surety, Producer or any of their 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 this Agreement.
7. 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.
8. To the maximum extent permitted by applicable law, you hereby waive 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 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, Producer, and their representatives the right to enter your residence or other property owned or occupied by you 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.
9. 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.
10. If any provision herein shall be deemed to exceed any applicable 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. The invalidity of any provision herein shall in no way effect the validity or enforceability of any other provision.
11. You:  agree to pay the premium due on the Bond at the signing of this document, or  
 agree to pay the premium due on the Bond through a written Installment Agreement; or  
 do not agree to pay any premium for the Bond.

**Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.**

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

**BAIL BOND PRODUCER**

**INDEMNITOR**

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

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

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

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

License #: \_\_\_\_\_

|  |  |
|--|--|
| <p><b>SURETY:</b></p> <p>LEXINGTON NATIONAL INSURANCE CORPORATION<br/> P.O. Box 6098<br/> Lutherville, Maryland 21094<br/> Phone: (888) 888-2245</p> | <p><b>BAIL PRODUCER FIRM:</b> [stamp must include name, address, phone # and license # ]</p> |
|--|--|