

NORTH CAROLINA INDEMNITOR APPLICATION AND AGREEMENT

You, the undersigned indemnitor ("Indemnitor" 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) (singularly or collectively the "Bond") for _____ ("Defendant"), using power of attorney

First Middle Last
(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 _____
How Long _____ Rent or Own Landlord/Mortgage Holder _____
Former Home Address _____
How Long _____ Rent or Own Landlord/Mortgage Holder _____

2. PERSONAL DESCRIPTION

Date of Birth _____ Where Born _____ Male Female
(City and State)
Social Security # _____ Driver's License # _____ Issuing State _____
How Long in U.S. _____ U.S. Citizen Yes No Nationality _____ Alien # _____
Additional Notes _____

3. EMPLOYMENT

Employer _____ Position _____ How Long _____
Employer Address _____ Supervisor's Name _____
Union _____ Local # _____ Military: Branch _____ Active Yes 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 # _____ Work Phone # _____
Employer _____ Position _____ How Long _____

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

SIGNED, SEALED AND DELIVERED at _____, this ____ day of _____, 20 ____.

WITNESS

INDEMNITOR

Sign: _____

Sign: _____

Print: _____

Print: _____

SURETY:
 LEXINGTON NATIONAL INSURANCE CORPORATION
 P.O. Box 6098
 Lutherville, Maryland 21094
 Phone: (888) 888-2245

BAIL PRODUCER: [stamp must include name, address, phone # and license #]

THIS INDEMNITY AGREEMENT (“Agreement”) is entered into between you, the undersigned Indemnitor, and Surety through Surety’s duly appointed independent bail producer referenced below (“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. 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, however, shall be returned to you if the Bond amount is reduced.
3. Your obligations and liability under the Agreement shall terminate once you have satisfied all obligations related to the Bond.
4. **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 liabilities relating to, or 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.**
5. The Surety shall not be liable for the depreciation of any collateral or for any interest thereon. In the event of depreciation of the collateral, or any part thereof, or of any collateral which may be hereafter deposited with the Surety for its protection, upon request of the Surety, you shall 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.
6. 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.
7. 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.
8. 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. 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.
9. 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.

10. 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.
11. 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).
12. 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.