

UTAH - BAIL BOND APPLICATION AND AGREEMENT

You, the undersigned Defendant ("Defendant" 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 _____ ("Surety") to issue, or cause to be issued, bail bond(s) or undertaking(s) for you (singularly or collectively the "Bond"), using power of attorney number(s) (if known) _____, in the total amount of _____ Dollars (\$ _____) in the _____ Court of _____.

1. DEFENDANT'S NAME AND ADDRESS

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
How Long Resided in Current City _____	State _____	Prior City/State Lived in _____	How Long _____

2. PERSONAL DESCRIPTION

Date of Birth _____	Where Born _____	<input type="checkbox"/> Male <input type="checkbox"/> Female	Race _____
		(City & State)	
Social Security # _____	Driver's License # _____	Issuing State _____	
Height _____	Weight _____	Eye Color _____	Complexion _____
		Hair Color _____	Glasses <input type="checkbox"/> Yes <input type="checkbox"/> No
Scars, Marks, Tattoos _____			
U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No	How long in U.S. _____	Nationality _____	Alien # _____
Any Medical Conditions/Disabilities _____			

3. EMPLOYMENT

All Occupations for the past 5 years: _____			
<u>Current Employer</u>			
Name _____	How Long _____	Position _____	
<u>Most Recent Former Employer</u>			
Name _____	How Long _____	Position _____	
<u>Next Most Recent Former Employer</u>			
Name _____	How Long _____	Position _____	
Union _____	Local # _____	Military Service: Branch _____	Active <input type="checkbox"/> Yes <input type="checkbox"/> No Discharge Date _____

4. MARITAL STATUS/CHILDREN: Married Divorced Separated Widowed Single Cohab How long married/together _____

Spouse/girl/boyfriend's Name _____		Social Security # _____	
Address (if different) _____		Email _____	
Home Phone # (if different) _____	Cell Phone # _____	Work Phone # _____	
Employer _____	Position _____	How Long _____	
Supervisor's Name _____		Former Spouse's Name _____	
Child's Name _____	Date of Birth _____	School/Employer _____	Other Parent's Name _____
_____	_____	_____	_____
_____	_____	_____	_____

READ ALL TERMS ON BACK SIDE.

THIS FORM IS FOR UTAH USE ONLY

White - Producer Copy • Yellow - Defendant Copy

2016 Lexington National Insurance Corporation

Bail Bond Application and Agreement
TERMS AND CONDITIONS

In consideration of Surety, through its producers, representatives or designees, issuing or causing to be issued the Bond, you agree to the following terms and conditions:

1. The premium is fully earned upon your release from custody. The premium is not refundable except as stated below.
2. Surety, as bail, shall have control and jurisdiction over you during the term for which the Bond is in effect and shall have the right to apprehend, arrest and surrender you to the proper officials at any time as provided by law.
3. The premium for the Bond shall be returned to the person whose name appears as Payer on the Premium Receipt in full if the Producer, without "good cause," surrenders you to custody before: (A) the time specified in the undertaking of bail or the Bond for your appearance; or (B) any other occasion where your presence in court is lawfully required. As used herein, "good cause" includes: (a) your providing materially false information on the Agreement or Bond; (b) the court's increasing the amount of your bail beyond sound underwriting criteria employed by the bail producer or Surety; (c) a material and detrimental change in the collateral posted by you or any person acting on your behalf; (d) you change your address or telephone number without giving reasonable notice to the bail producer or Surety; (e) you commit another crime, other than a minor traffic violation, as defined by rule of the Utah Insurance Department, while on bail; (f) you fail to appear in court at the appointed time; or (g) a finding of guilt against you by a court of competent jurisdiction.
4. **You 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 you, and (d) if a collection action is required, reasonable and actual attorneys' fees plus any 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 its 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.**
5. 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 designees the right to enter your residence, or any other property that you own or occupy, without notice, at any time, for the purpose of locating, arresting, and returning you to custody, 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.
6. 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 your 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.
7. If you leave the State, subject to applicable law, you waive any right to extradition proceedings and consent to the application of such force as may be necessary to return you to Surety and the court where the Bond was posted.

8. You hereby acknowledge and agree that neither the Surety nor any of its agents, producers, designees or representatives has recommended or suggested any specific attorney or firm of attorneys to represent you in any capacity.

9. 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 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). Surety may assign any of its rights herein or arising out of any of the transactions contemplated hereby to any party including, without limitation, any of the Surety's agents, producers, designees or representatives ("Assignee") without notice to or consent from you. Subject to any limitations imposed upon Assignee by Surety, Assignee shall have the right to enforce in any action or proceeding any of 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 or proceeding.

10. The Agreement is subject to the provisions of the document entitled "UTAH BAIL BOND DISCLOSURE FORM," which provisions are incorporated herein by this reference.