Surety:	BAIL PRODUCER: [stamp must include name, address, phone no. and license no.]
The North River Insurance Company 11490 Westheimer Rd., Suite 300 • Houston, TX 77077 P.O. Box 2807 • Houston, Texas 77252-2807 (713) 954-8100 • (713) 954-8389 FAX Email: CourtNotices@cfins.com	

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, complete and correct and are made for the purpose of inducing The North River Insurance Company ("Surety") to issue, or cause to be issued, a bail bond or undertaking for _____ ("Defendant"), using power of attorney number(s) (if known), _____ in the total amount of _____ Dollars ($_____) in the Court of _____ ("Bond").

1. INDEMNITOR NAME AND ADDRESS: **RELATIONSHIP TO DEFENDANT:** _____

Indemnitor's full name: _____ Nickname/Alias: _____

Home Phone # _____ Cell Phone # _____ Work Phone # _____

Email _____ Social Media Username: _____

Current Home Address: _____ How Long? _____

❑ Rent or ❑ Own? Landlord/Mortgage Company: _____

Former Home Address: _____ How Long? _____

❑ Rent or ❑ Own? Landlord/Mortgage Company: _____

2. PERSONAL DESCRIPTION: Date of Birth: _____ Where Born: _____ Sex: ❑ M ❑ F Race _____

Social Security # _____ Driver's License # _____ Issuing State: _____

How Long in U.S.? _____ U.S. Citizen? ❑ Y ❑ N Nationality _____ Alien # _____

Union? _____ Local # _____

Military Service: Branch _____ Active? ❑ Y ❑ N Discharge Date _____

Additional Notes: _____

3. EMPLOYMENT:

Occupation _____ Employer _____ Work Phone: _____

How Long? _____ Employer Address _____ Supervisor's Name: _____

4. MARITAL STATUS: ❑ Married ❑ Divorced ❑ Separated ❑ Widowed ❑ Single ❑ Cohab

Spouse/girl/boyfriend's Name _____ How Long Married/Together? _____

Address (if different) _____

Email _____ Social Media Username: _____ Social Security # _____

Home Phone # (if different) _____ Cell Phone # _____

Occupation _____ Employer _____ How Long? _____ Employer Phone # _____

5. AUTOMOBILE: Year _____ Make _____ Model _____ Color _____ Plate # _____ State _____

Where Financed? _____ Amount Owed? $ _____

6. REFERENCES

Name:_____ Relation: _____

Address: _____ Employer:_____

Home Phone #_____ Work Phone # _____ Cell Phone # _____

Name:_____ Relation: _____

Address: _____ Employer:_____

Home Phone #_____ Work Phone # _____ Cell Phone # _____

Name:_____ Relation: _____

Address: _____ Employer:_____

Home Phone #_____ Work Phone # _____ Cell 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 $ _____

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(s) at the times stated in the bond(s) and all other times as may be 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, 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 the Defendant, and (d) if a collection action is required, reasonable and actual attorneys' fees plus any and all 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 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.**
3. Will collateral be used to secure this agreement? ❑ Y ❑ N If using Collateral, will it be a lien on real property? ❑ Y ❑ N
4. Unless otherwise provided by applicable law (if any) as stated in an attached addendum, the following events shall constitute a breach of the obligations to the Surety, and the Surety shall have the right to immediately apprehend, arrest and surrender the defendant, and you, as indemnitor, shall have no right to any refund of premium whatsoever: (a) the defendant departs the jurisdiction of the court without the prior written consent of the court and the Surety; (b) the defendant moves from current address without prior written consent of the Surety or fails to notify Surety of any material information; (c) the defendant commits any act that constitutes reasonable evidence of the intention to cause a forfeiture of the Bond; (d) the defendant is arrested and incarcerated for any other offense (other than a minor traffic violation); (e) the defendant makes any materially false statement in this application; (f) any indemnitor that makes any materially false statement in the Indemnitor Application and Agreement; (g) the bail is increased; (h) any indemnitor requests that the defendant be surrendered; (i) there is a material increase in the risk assumed by the Surety (as determined by the Surety in its sole and absolute discretion) including, by way of example but not limitation, any collateral or security given for the Bond depreciates in value or becomes impaired.
5. Subject to applicable law (if any) as stated in an attached addendum: (a) any property or collateral you deposit is deposited as security for the payment of any and all monies and sums due to Surety or Producer, including all liability, demands, debts (including promissory notes), damages, judgments, interest, premiums (including renewal premiums, which are due on demand twelve months after the date on which the Bond is issued, services charges, attorneys' fees and costs suffered, sustained, 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 and conditions of this Agreement, and any and all debt or other 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 property or 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 any and all Liabilities of any kind or nature, (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, demand or loss under the Bond or any other bond executed on your or Defendant's behalf. Subject to applicable law (if any) as stated in an attached addendum, 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 or sales, freed and discharged from any equity or redemption.

6. 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) as stated in an attached addendum, 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.
7. If a confession of judgment is taken in connection with the Bond, the Surety shall have the right to enter and file the same at any time, and such judgment shall be a lien and entitled to a preference against any of your property, whether or not the Surety is indemnified at the time of the filing or entry of such judgment. In case a confession of judgment is filed by the Surety against you, the judgment entered shall be effective and available to the Surety against you not only in connection with the Bond but also in connection with any other bond that may have been written by the Surety in which you are either the indemnitor or defendant.
8. 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.
9. Subject to applicable law (if any) as stated in an attached addendum, the Surety will return the collateral to you when all of the following are satisfied: (i) the Surety receives competent written legal evidence satisfactory to the Surety (for example, written notice from the court) of the Surety's discharge or release from all liability under the Bond; (ii) there are no outstanding Liabilities of any kind including, without limitation, premium or renewal premium charges, arising out of or relating to the Bond; (iii) there are no other outstanding bonds or obligations executed by, for or on behalf of you or Defendant in connection with which the Surety may deem it advisable to retain such collateral for its protection; and (iv) upon the Surety's request, you shall have executed and delivered to the Surety a general release upon the Surety's return of the collateral to you. If the Surety deems it necessary to make any outlay to protect any collateral or security in its possession, whether the same be real or personal property, 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 or security, including payment of taxes or liens or mortgages and any attorneys' fees or service fees for time spent and/or special services rendered.
10. 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.
11. 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.
12. You hereby acknowledge and agree that neither the Surety nor its Producer has recommended or suggested any specific attorney or firm of attorneys to represent the Defendant in any capacity.
13. 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.
14. 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 grants 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.

15. 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: (i) Surety, at its discretion, will use network-based location technologies to find you; (ii) this is the only notice you will receive for the collection of your location information; (iii) Surety will retain location data only while the Bond is in force and during any applicable remission period; (iv) Surety will disclose location information only to the courts as required by court order; (v) Surety and its licensed producers, designees and representatives will be the only persons with access to your location information; (vi) YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE DURING THE BAIL PERIOD; and (vii) all questions relating to location capability should be directed to Surety.
16. 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).
17. 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.
18. Other Bond Conditions, not included above: _____

_____

_____

_____

_____

I have read, understand, and agree to all of the terms and conditions set forth in this document, including all terms set forth on the back side of each page.

SIGNED, SEALED AND DELIVERED at _____, this date: _____.

Witness Sign: _____ Indemnitor Sign: _____

Print Name: _____ Print Name: _____