

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 Bankers Insurance Company ("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 number(s) (if known) _____

First Middle Last _____, in the total amount of _____ Dollars
(\$ _____) in the _____ Court of _____.

1. INDEMNITOR NAME AND ADDRESS

RELATIONSHIP TO DEFENDANT _____

Name _____	Nickname/Alias _____
First Middle Last	
Home Phone # _____	Cell Phone # _____ Work Phone # _____
Email _____	
Current Home Address _____	How Long? _____
<input type="checkbox"/> Rent or <input type="checkbox"/> Own? Landlord _____	
Former Home Address _____	How Long? _____
<input type="checkbox"/> Rent or <input type="checkbox"/> Own? Landlord _____	

2. PERSONAL DESCRIPTION

Date of Birth _____	Where Born _____	Sex _____	Race _____
(City and State)			
Social Security # _____	Driver's License # _____	Issuing State _____	
How Long in U.S.? _____	U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No	Nationality _____	Alien # _____
Union? _____	Local # _____		
Military Service: Branch _____	Active? _____	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? _____
First Middle Last	
Address (if different) _____	
Email _____	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 # _____

REFERENCES (Continued)

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 \$ _____

8. NOTES

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. 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, damages, judgments, interest, 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.
4. 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.

5. 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.
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. 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 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

14. 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).
15. 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.

IMPORTANT FRAUD WARNINGS

ALABAMA RESIDENTS - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

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

FLORIDA RESIDENTS - Any person who knowingly or with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

LOUISIANA, RHODE ISLAND & WEST VIRGINIA RESIDENTS - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAINE, TENNESSEE, VIRGINIA & WASHINGTON RESIDENTS - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND RESIDENTS - 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.

NEW JERSEY RESIDENTS - Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO RESIDENTS - ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK RESIDENTS - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO RESIDENTS - Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA RESIDENTS - WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

PENNSYLVANIA RESIDENTS - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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

WITNESS

INDEMNITOR

Sign: _____

Sign: _____

Print: _____

Print: _____

SURETY:

Bankers Insurance Company
11101 Roosevelt Blvd. N.
St. Petersburg, FL 33716
800-627-0000

BAIL PRODUCER: [stamp must include name, address, phone no. and license no.]

Bankers Insurance Company

DISCLOSURE NOTICE

CONDITIONS OF BOND:

1. The SURETY, as bail, shall have control and jurisdiction over the principal during the term for which the bond is executed and shall have the right to apprehend, arrest and surrender the principal to the proper officials at any time as provided by law.
2. In the event surrender of principal is made prior to the time set for principal's appearances, and for reason other than as enumerated below in paragraph 3, then payee shall be entitled to a refund of the bond premium.
3. It is understood and agreed that the happening of any one of the following events shall constitute a breach of principal's obligation to the SURETY hereunder, and the SURETY shall have the right to forthwith apprehend, arrest and surrender principal, and principal shall have no right to any refund of premium whatsoever. Said events which shall constitute a breach of principal's obligations hereunder are:
 - (a) If the principal shall depart the jurisdiction of the court without the written consent of the court and the SURETY or its Agent.
 - (b) If principal shall move from one address to another without notifying the SURETY or its Agent in writing prior to said move.
 - (c) If principal shall commit any act which shall constitute reasonable evidence of principal's intention to cause a forfeiture of said bond
 - (d) If principal is arrested and incarcerated for any other offense other than a minor traffic violation.
 - (e) If principal shall make any material false statement in the application.

OTHER CONDITIONS

COURT DATE: _____ TIME: _____ PLACE: _____ ☐ NO DATE SET

INDEMNITOR INFORMATION

In addition to the terms and conditions of any Indemnity Agreement or other collateral documents which you have executed, this is to notify you that:

1. The Indemnitor(s) will have the defendant(s) forthcoming before the court named in the bond, at the time therein fixed, and as may be further ordered by the Court.
2. The Indemnitor(s) is responsible for any and all losses or costs of any kind whatsoever which the Surety may incur as a result of this undertaking. There should not be any costs or losses provided the defendant(s) does not violate the conditions of the bond and appears on time at all required Court hearings.
3. Collateral will be returned to the person(s) named in the collateral receipt, or their legal assigns, within 21 days after the Surety has received written notice of discharge of the bond(s) from the Court. It may take several weeks after the case(s) is disposed of before the court discharges the surety bonds.

PRINCIPAL ACKNOWLEDGMENT

I have read and received a copy of this Disclosure Notice. I fully understand and agree that any breach of the conditions listed above may result in my surrender.

PRINCIPAL

INDEMNITOR ACKNOWLEDGMENT

I have read and received a copy of this Disclosure Notice and understand and agree that should any breach of the conditions listed above occur, I may request/consent that the principal be surrendered by surety and agree to pay all costs incurred by Surety as a result of this undertaking. However, I do understand and agree that the Surety has no legal duty to comply with said request/consent made by Indemnitor.

INDEMNITOR

INDEMNITOR

FOR COMPLAINTS OR INQUIRIES CONTACT

AGENCY

PNW Bail Bonding LLC
321 Yesler Way
Seattle, WA 98104
206-322-1900

PROMISSORY NOTE

BOND NO. (S): _____

DEFENDANT: _____

SECURED AMOUNT: _____

ON DEMAND after date for value received,

I/WE/THEY Promise to pay to the order of **PACIFIC NORTHWEST BAIL BONDING** the full sum of _____ Dollars (_____) and/or other valuable consideration, with interest thereon at the rate of 12 percent (12%) per annum from date hereof, payable upon demand and/or forfeiture of bond and/or unpaid bond premiums.

Unpaid bond premiums, principal and interest payable to the office of **PACIFIC NORTHWEST BAIL BONDING**, 321 Yesler Way, Seattle, WA 98104. If any interest shall remain unpaid after due, this note shall become due and payable at once without further notice, at the option of the holder thereof.

This notice shall bear interest at the rate of 12 percent (12%), per annum after maturity or after failure to pay any interest payment, and if this note shall be placed in the hands of an attorney for collection or if suit shall be brought to collect any of the principal or interest of this note, I promise to pay a reasonable attorney's fee.

Each maker of this note executes the same as a principle and not as a surety.

**THE FOLLOWING ARE THE DEFENDANT'S CONDITIONS OF HIS/HER BAIL BOND
WHICH MUST BE COMPLIED WITH AT ALL TIMES**

1. Pacific Northwest Bail Bonding (Surety) shall have control and jurisdiction over Defendant during the term for which the Bond is executed and shall have the right to apprehend, arrest and surrender the Defendant to the proper officials at any time provided by law.
2. It is understood and agreed that the happening of any of the following events shall constitute a breach of Defendant's obligation to Surety:
 - (a) If Defendant shall depart the jurisdiction of the court without written consent of the court and Surety.
 - (b) If Defendant shall move from one address to another or change phone numbers without notifying Surety prior to said move.
 - (c) If Defendant shall commit an act which shall constitute reasonable evidence of Defendant's intention to cause a forfeiture of said bond.
 - (d) If Defendant is arrested and incarcerated for any offense other than a minor traffic violation.
 - (e) If Defendant shall have made any false statement in application.

- (f) Defendant shall be responsible for obtaining proper appearance date from the court.
3. Defendant and/or Indemnitor shall have no right to any refund of premium whatsoever.
 4. Any expenses incurred by Pacific Northwest Bail Bonding for failure to comply with these terms will be paid by the Defendant and/or the Indemnitor.
 5. Defendant if this case is under investigation you are required to appear to determine if charges will be filed against you. If you are charged, other collateral (in addition to the promissory note previously signed) will be required in order to transfer your bond to Superior Court () initial.

**I HEREBY AGREE TO ALL TERMS AND CONDITIONS STATED IN
THIS PROMISSORY NOTE**

DATE _____

DATE _____

X _____
Indemnitor

X _____
Defendant

STATE OF WASHINGTON)
 : ss.
COUNTY OF KING)

On this day personally appeared before me _____ known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____ 20 _____.

NOTARY PUBLIC: _____
(Printed Name)

(Signature)

Residing at: _____

My commission expires: _____

INDEMNITOR/GUARANTOR CHECKLIST

Bond No(s): _____

Bail Amount: _____

Bond Premium: _____

Amount Paid Down: _____

Unpaid Balance: _____

Defendant: _____

Cash Collateral: _____

Jail: _____

(Initial Here)

_____ 1. I have read and received a copy of the surety bail bond agreement. This checklist is intended to clarify and explain the surety bail bond agreement.

_____ 2. I understand that I am responsible to make the payments for money due on the premium as described above. Finance charges are computed on unpaid balances on the last day of each month at a rate of 12% percent per annum. There is a **\$25.00** late fee on all scheduled payments not received within five days of the due date.

_____ 3. I understand that I am required to pay the amount of the bail premium every year in advance hereafter, until the surety is legally discharged from all liability on the bond(s) posted.

_____ 4. I understand that if the defendant does not appear for each and every scheduled court appearance until the bond is exonerated/released by the court, that the court may forfeit the bond and that I will be responsible for paying the full amount of the bond plus associated expenses to the bail agency unless the bond is either reinstated or exonerated within the time allowed by law.

_____ 5. I understand that if the court orders the bail bond forfeited, I will be responsible to pay for any expenses, including court costs, appearance or attorney/paralegal fees incurred to either reinstate or exonerate the bail bond if necessary.

_____ 6. I understand that I am responsible if it becomes necessary to assist with the arrest and surrender of the defendant. That I am responsible for paying for investigation, location and apprehension time: this is billed at a rate of per hour per investigator plus expenses or percent of bond whichever is greater. Investigation costs will begin to accrue after a court forfeiture or when any co-signer requests the defendant be placed back in custody or when any condition exists as defined in the bail bond agreement. If no investigation costs have been incurred prior to a voluntary surrender of defendant at the jail facility of the court specified on the bail receipt there will be no investigation cost charged. Reasonable court costs as described in Paragraph 8 of this check-list will be charged if applicable and a receipt will be provided.

_____ 7. I understand that if I breach the bail bond agreement by non-payment or any other action as defined by the bail agreement, I am responsible for any collection actions taken, including attorney/paralegal fees and costs. Attorney/paralegal fees are a minimum of an hour. If any collection action needs to be taken a minimum fee will be charged.

_____ 8. I understand that collateral cannot and will not be released until all bonds posted on my behalf for the defendant have been exonerated, and written notice of the exonerated from the court is provided to the bail agency.

_____ 9. I understand that substitution of collateral is done at the discretion of Pacific Northwest Bail Bonding and their surety. There are no agreements to substitute collateral at a future date.

_____ 10. I understand that it is my responsibility to request return of any collateral provided. There may be a delay of return of collateral until Pacific Northwest Bail Bonding has researched the exonerated date and verified the bail bond status with the appropriate courts. This process may be done faster if I obtain written verification of the bond exonerated from the court and provide it to the bail agency.

_____ 11. This check-list is intended to explain and clarify Pacific Northwest Bail Bonding bail agreement under their surety, which is the entire contract with the bail agency. There are no additional terms nor are here any exemptions to the contract either in writing or verbally, that limit my responsibility under the bail agreement.

_____ 12. I declare that all statements made on the application and financial statements are true. I agree to notify Pacific Northwest Bail Bonding within 48 hours of any changes, including but not limited to any change of address or employment of either the criminal defendant or myself.

_____ 13. I understand the obligation under this agreement is joint and several. This means that I may be held solely and individually liable for up to the full amount owed for any and all charges, even if there are other co-signers on the agreement.

_____ 14. Agreement of Venue: I agree that if legal action between the parties concerning this bail bond is brought, it shall be brought in and before a federal or state court in the State of Washington.

I HAVE READ AND AGREE WITH THE ABOVE DECLARATIONS AND UNDERSTAND MY RESPONSIBILITIES AND OBLIGATIONS AS INDEMNITOR/GUARANTOR.

SIGNATURE: _____

SIGNATURE: _____

NAME (print): _____

NAME (print): _____

AUTHORIZATION – WAIVER AGREEMENT

United States Supreme Court Ruling

When bail is given, the principal is regarded as delivered to the custody of his sureties, (the bondman). Their dominion is a continuance of the original imprisonment. Whenever they choose to do so they may seize him and deliver him up in their discharge, and if this cannot be done at once, they may imprison him until it can be done; they may exercise their rights in person or by agent. They may pursue him in another state, may arrest him on the Sabbath, and, if necessary, may break and enter his home for that purpose. The seizure is not made by virtue of any new process, none is needed. It is likened to the re-arrest by the sheriff of an escaping prisoner. **Taylor vs. Taintor, 16 Wall (U.S.) 366 (1873).**

Penalty For Violation Of Bond Conditions

On May 24, 1979, the Governor of the State of Washington signed into law an act amending the law by the addition of a new section, SECTION 18-8-212 C.B.S. 1973. The amendment provides that if a person is accused by complaint, information or indictment of the commission of a felony, the person had been released on bail bond, and she/he knowingly fails to appear for trial or other proceedings, she/he commits a CLASS 5 FELONY. The amendment further provides that if a person has been accused by complaint, information or indictment of committing a misdemeanor or petty offense, the person released on bail bond and that person knowingly fails to appear for trial or other proceedings that person has committed a CLASS 3 MISDEMEANOR. The state provides a mandatory penalty of not less than one year when a person is accused of committing a felony and not less than six months when a person is accused of committing a misdemeanor. It further provides that the sentence shall be served consecutively to any sentence for the offense of which the person is on bail.

Authorization to Disclose Information

The Defendant hereby authorizes and directs his relatives, employers, bankers, the Federal Social Security Administration, the Internal Revenue Service, the State Department of Disability, United States Armed Forces, the State Division of Motor Vehicles, all Municipal, County, State, and Federal law enforcement agencies, and any other persons, agencies, or organizations having information concerning the Defendant and/or his/her whereabouts, to give such information to the agent(s) producing this document. The Defendant understands that any information obtained shall be used for the purpose of securing his/her appearance and/or apprehension for court appearance, and for the purpose of securing reimbursement of any expenses incurred as a result of Defendants non-appearance. The Defendant hereby waives his/her rights with respect to the Privacy Act and authorizes the use of a photocopy of this release form and understands that a photocopy will be as valid as an original hereof, even though the said photocopy does not contain an original writing of the Defendants' signature.

WAIVER OF EXTRADITION AND HOLD HARMLESS AGREEMENT

I _____, of my own free will and accord do hereby voluntarily agree and consent to return to the State of Washington as a prisoner to answer the criminal charge(s) of:

_____ , now pending against me in the City of _____, County of _____, and State of _____.

I hereby waive all rights to contest extradition and consent to accompany PACIFIC NORTHWEST BAIL BONDING, or his agent, or any authorized representative of the State of Washington as a prisoner. I hereby release, acquit and forever discharge the above named bonding company and/or Recovery Agent(s) from any and all causes of action, suits, controversies, damages, judgments, executions, claims, demands, assertions, and costs whatsoever which said bonding company and/or recovery Agent(s) may now have or may hereafter occur on account of, or in any way growing out of, any and all known, unknown, foreseen and unforeseen injuries, losses, damages, or consequences resulting from the apprehension, arrest, or detention of Defendant and release said representatives from any and all liability by reason thereof.

DEFENDANT: _____

Date: _____

INDEMNITOR: _____

Date: _____

Authorized Agent: _____

Date: _____

NOTARY SEAL or STAMP

PACIFIC NORTHWEST BAIL BONDING

STATE OF WASHINGTON

COUNTY OF _____

BY: _____ (Printed Name of Defendant)

GIVEN under my hand and official seal this _____ day of _____ 20 ____.

NOTARY PUBLIC: _____

Printed Name: _____

My commission expires: _____

Residing at: _____



EMPLOYMENT VERIFICATION/RELEASE OF INFORMATION

TO: (Name & address of employer)

Date

RE:

Indemnitor's Printed Name

Social Security Number

I hereby authorize release of my employment information to Pacific Northwest Bail Bonding, LLC and/or its assigns and representatives

Signature of Indemnitor

Date

The individual named directly above is a Co-Signer/Indemnitor of a surety process that requires verification of income. The information provided will remain confidential to satisfaction of that stated purpose only. Your prompt response is crucial and greatly appreciated.

PNWBB Representative

Return Form to:

Pacific Northwest Bail Bonding

321 Yesler Way

Seattle, WA 98104

(206)322-1900 – Office, (206)322-9690 – Fax

THIS SECTION IS TO BE COMPLETED BY THE EMPLOYER

Employee Name: _____

Job Title: _____

Presently Employed: Yes _____ Start Date: _____

No _____ End Date: _____

Current Wages/Salary \$ _____ (circle one) hourly weekly bi-weekly semi-monthly monthly

Average work hours per week: _____

Current Address and telephone number on file for Employee: _____

Current Telephone Number

Employee Street Address

City

State

Zip

Employer's Signature

Employer's Printed Name

Date

Title

(Company) Name and Address



CONFIDENTIAL LOCATION ADDENDUM FOR BAIL BOND

I, the undersigned, do hereby agree that **PACIFIC NORTHWEST BAIL BONDING (Agency)**, will act as my bail bond agency and as part of that agreement, they will be able to use location technologies to locate my wireless device at any time during the period of my bail bond to verify my application information and confirm compliance with the location terms outlined herein.

The following privacy/terms and conditions are an integral part of this addendum and bond(s) is conditioned upon full compliance by the principal of all said terms and conditions and is a part of said bond(s) and application therefore: 1) The Agency will use network-based location technologies to find principal solely at their discretion; 2) This addendum will service as the sole notice for the collection of location information for the principal until their bond liability is fully discharged; 3) The Agency will only retain location data while the bail bond is actively in force; 4) The Agency will only disclose location information to the courts as required by court order; 5) The Agency will be the only person with access to location information for a specific principal; 6) All questions relating to location capability should be directed to the Agency. Should you choose to opt-out at some point, you may do so by visiting www.mdnopout.com and/or you may contact Pacific Northwest Bail Bonding.

Name: _____

Address: _____

Mobile Telephone Number: _____

Mobile Provider: _____

1. SURETY to call mobile telephone number when principal application is completed to ensure accuracy of the phone number; and
2. If an incorrect phone number is provided by the principal that would constitute a material false statement in the application and result in the SURETY having the right to apprehend arrest and surrender principal.

X

Signature of Applicant