



3214 Chicago Drive, Hudsonville, MI 49426  
Phone: 616.662.3900 Fax: 616.662.4460

Date of Posting: \_\_\_\_\_

Power No.			
Amount			
Offense			
Court			
Case No.			

Authorized Posting Agent and Agency \_\_\_\_\_

Agent/Agency Phone(s) \_\_\_\_\_

### SURETY BOND APPLICATION AND CONTRACT FOR COURT APPEARANCE

Any person, with intent to defraud an insurer, who submits an application or claim containing a false or deceptive statement is guilty of insurance fraud.

Defendant \_\_\_\_\_ Phone(s) \_\_\_\_\_

Former Name or Alias \_\_\_\_\_ Birthplace \_\_\_\_\_

Date of Birth \_\_\_\_\_ Race \_\_\_\_\_ Sex \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair Color \_\_\_\_\_ Eye Color \_\_\_\_\_

☐ Yes ☐ Beard ☐ Right Handed ☐ Yes  
Glasses ☐ No ☐ Mustache ☐ Left Handed Photo Taken ☐ No Disabilities \_\_\_\_\_

Other Tattoos \_\_\_\_\_ Identifiers \_\_\_\_\_

Booking / Inmate # \_\_\_\_\_ SS # \_\_\_\_\_ DL # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_ How Long \_\_\_\_\_

Former Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_ How Long \_\_\_\_\_

Years In City \_\_\_\_\_ Years In State \_\_\_\_\_ Last State \_\_\_\_\_ Where Arrested \_\_\_\_\_

Co-Defendant(s) \_\_\_\_\_

Failures to Appear \_\_\_\_\_ On Probation \_\_\_\_\_

Court Case(s) \_\_\_\_\_ Out On Bail \_\_\_\_\_

Employer \_\_\_\_\_ Position \_\_\_\_\_ How Long \_\_\_\_\_ Supervisor \_\_\_\_\_

Employer Address \_\_\_\_\_ Phone, Extension / Dept. \_\_\_\_\_

Union Member \_\_\_\_\_ Current Military \_\_\_\_\_

Vehicle(s) Description \_\_\_\_\_

Spouse / Partner \_\_\_\_\_ Phone(s) \_\_\_\_\_

Address (Street, City, State) \_\_\_\_\_

Employer \_\_\_\_\_ Phone(s) \_\_\_\_\_

Address (Street, City, State) \_\_\_\_\_

Relationship	Name	Address	Phone(s)	Employer/School
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Attorney				
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Defendant				
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Parent(s)				
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Spouse				
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Parent(s)				
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Child				
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Indemnitor \_\_\_\_\_ Relationship \_\_\_\_\_ Phone(s) \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Sex \_\_\_\_\_ Race \_\_\_\_\_ SS # \_\_\_\_\_ DL # \_\_\_\_\_  
Address \_\_\_\_\_ How Long \_\_\_\_\_  
(Street, City, State, Zip) \_\_\_\_\_  
☐ Renting Home \_\_\_\_\_ Landlord Name \_\_\_\_\_ Phone \_\_\_\_\_  
☐ Buying Home \_\_\_\_\_ How Long \_\_\_\_\_ Value \_\_\_\_\_ Mortgage Holder \_\_\_\_\_ Name(s) On Deed \_\_\_\_\_  
Employer \_\_\_\_\_ Position \_\_\_\_\_ How Long \_\_\_\_\_ Supervisor \_\_\_\_\_  
Employer Address \_\_\_\_\_ Phone, Extension / Dept. \_\_\_\_\_  
Vehicle(s) Description \_\_\_\_\_  
Spouse / Partner \_\_\_\_\_ Phone(s) \_\_\_\_\_ Employer \_\_\_\_\_  
Indemnitor Income Source(s) \_\_\_\_\_ Total Monthly Income \_\_\_\_\_  
Ability to Pay Forfeiture \_\_\_\_\_ How Quickly \_\_\_\_\_  
Signature Only \_\_\_\_\_ Collateral Also \_\_\_\_\_ Type / Value of Collateral \_\_\_\_\_ Receipt Provided \_\_\_\_\_

Indemnitor \_\_\_\_\_ Relationship \_\_\_\_\_ Phone(s) \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Sex \_\_\_\_\_ Race \_\_\_\_\_ SS # \_\_\_\_\_ DL # \_\_\_\_\_  
Address \_\_\_\_\_ How Long \_\_\_\_\_  
(Street, City, State, Zip) \_\_\_\_\_  
☐ Renting Home \_\_\_\_\_ Landlord Name \_\_\_\_\_ Phone \_\_\_\_\_  
☐ Buying Home \_\_\_\_\_ How Long \_\_\_\_\_ Value \_\_\_\_\_ Mortgage Holder \_\_\_\_\_ Name(s) On Deed \_\_\_\_\_  
Employer \_\_\_\_\_ Position \_\_\_\_\_ How Long \_\_\_\_\_ Supervisor \_\_\_\_\_  
Employer Address \_\_\_\_\_ Phone, Extension / Dept. \_\_\_\_\_  
Vehicle(s) Description \_\_\_\_\_  
Spouse / Partner \_\_\_\_\_ Phone(s) \_\_\_\_\_ Employer \_\_\_\_\_  
Indemnitor Income Source(s) \_\_\_\_\_ Total Monthly Income \_\_\_\_\_  
Ability to Pay Forfeiture \_\_\_\_\_ How Quickly \_\_\_\_\_  
Signature Only \_\_\_\_\_ Collateral Also \_\_\_\_\_ Type / Value of Collateral \_\_\_\_\_ Receipt Provided \_\_\_\_\_

Indemnitor \_\_\_\_\_ Relationship \_\_\_\_\_ Phone(s) \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Sex \_\_\_\_\_ Race \_\_\_\_\_ SS # \_\_\_\_\_ DL # \_\_\_\_\_  
Address \_\_\_\_\_ How Long \_\_\_\_\_  
(Street, City, State, Zip) \_\_\_\_\_  
☐ Renting Home \_\_\_\_\_ Landlord Name \_\_\_\_\_ Phone \_\_\_\_\_  
☐ Buying Home \_\_\_\_\_ How Long \_\_\_\_\_ Value \_\_\_\_\_ Mortgage Holder \_\_\_\_\_ Name(s) On Deed \_\_\_\_\_  
Employer \_\_\_\_\_ Position \_\_\_\_\_ How Long \_\_\_\_\_ Supervisor \_\_\_\_\_  
Employer Address \_\_\_\_\_ Phone, Extension / Dept. \_\_\_\_\_  
Vehicle(s) Description \_\_\_\_\_  
Spouse / Partner \_\_\_\_\_ Phone(s) \_\_\_\_\_ Employer \_\_\_\_\_  
Indemnitor Income Source(s) \_\_\_\_\_ Total Monthly Income \_\_\_\_\_  
Ability to Pay Forfeiture \_\_\_\_\_ How Quickly \_\_\_\_\_  
Signature Only \_\_\_\_\_ Collateral Also \_\_\_\_\_ Type / Value of Collateral \_\_\_\_\_ Receipt Provided \_\_\_\_\_

## **TERMS AND CONDITIONS FOR DEFENDANT AND EACH AND ALL INDEMNITORS**

For good and valuable consideration, Universal Fire & Casualty Insurance Company's Agent will issue one or more Powers of Attorney as Surety Bail Bond(s) for the named Defendant. By this reference, that Power of Attorney and its affiliated bond documents are a part of this Surety Bond Application and Contract For Court Appearance. Hereafter, "Surety Agency" shall refer to the Bail Agent, Posting Bail Agency and Universal Fire & Casualty Insurance Company, jointly and/or severally. By my true and accurate application attached and signature hereunder, I/We acknowledge understanding of, and obligation for all Contract responsibilities, terms and conditions, including the provisions entitled Promise for Court Appearances, Promise to Pay and Consumer Authorization to Release Information.

### **SURETY AGENCY MAY RETURN THE DEFENDANT TO POLICE CUSTODY AND CANCEL BOND FOR VIOLATION OF ANY ONE OF THESE REQUIREMENTS OR IF SURETY AGENCY DETERMINES THAT A RISK OF FORFEITURE EXISTS:**

- Defendant shall appear at each and every Court required appearance, in the correct Court location at the time designated, until case(s) conclusion and bond(s) exoneration.
- Defendant submits to surety agency's right to investigate, apprehend, arrest and transport Defendant (including across state lines) for purposes of surrender to judicial custody.
- Defendant agrees to waive extradition and voluntarily return to the jurisdiction(s) where this case(s) originated.
- Defendant and Indemnitors shall provide surety agency a copy of all Court Notices received.
- Defendant and Indemnitors shall notify surety agency, within 24 hours, of a change in address, telephone, employment or financial condition that varies from this application.
- Defendant shall remain free of arrest, arrest warrant, possession of firearms, drugs or alcohol and shall immediately notify surety agency of any one of these circumstances.
- Defendant shall not threaten or intimidate witnesses or individuals connected to this or previous cases.
- Defendant shall not leave this state during the term of this bond, unless written permission from the Court(s) is obtained and a copy provided to surety agency.
- Defendant and Indemnitors shall provide accurate and truthful information on application contained herein and full disclosure on all items material to this indemnification.
- Defendant shall maintain contact with surety agency in this manner: \_\_\_\_\_.

### **SURETY AGENCY MAY DEMAND IMMEDIATE PAYMENT FOR THE TOTAL AMOUNT OF THE BOND, PLUS ACTUAL EXPENSES AND/OR CONVERT COLLATERALS PLEDGED TOWARD THIS USE, IF THE DEFENDANT FAILS TO APPEAR IN COURT:**

Defendant and Indemnitors shall pay, reimburse, indemnify and hold surety agency harmless from all claims, lawsuits and expenses including but not limited to surrender of Defendant, extradition, negotiation and settlement of bond claims, postage, travel (including food and lodging), attorney fees, telephone charges, investigation, informant or special assistance fees, brokerage and other real estate, bank, accounting, expert and collection fees, trial preparation expenses, court and/or forfeiture set aside costs, penalties, judgments, execution fees, damages and liabilities to surety agency representatives or any party thereto, or any expense regarding this bond(s) undertaking. Any reimbursement payment arrangements with Defendants and Indemnitors will be at the sole discretion of the surety agency and will accrue interest at the rate allowable by law. Defendant and Indemnitors hereby grant surety agency, and its authorized representatives, unrestricted access to any and all property, residential or otherwise, owned, rented, leased or in their care, custody, or control, at any hour of the day, whether accompanied by a law enforcement officer or not, for the purpose of locating the Defendant. Defendant and Indemnitors hereby grant complete and unrestricted permission to use, in any manner, any type or form of media for the purpose of locating, apprehending and returning the Defendant to custody. Parties shall cooperate fully and hereby waive any and all claims or causes of action they may have against surety agency or which accrue by virtue of the investigation, apprehension, transport and return to custody of Defendant.

All property and collateral, listed on the application contained herein, should remain in the same condition with no additional liens placed or ownership transfers or sales. Any money, property or other collateral placed to secure this bond may be used by surety agency as payment or reimbursement for liabilities, losses, costs, damages and expenses as provided herein. Defendant and Indemnitors hereby consent to a lien and/or foreclosure action against all property owned now, or in the future, if surety agency shall need to seek reimbursement or payment for liabilities. Surety agency reserves the right to transfer or assign all or part of the collaterals pledged to a Reinsurer, Co-Surety or Insurance Company which may take over and assume these obligations with all the powers and rights herein afforded surety agency. After satisfaction of all liabilities, collaterals will be returned when the depositor provides surety agency the original Cash Collateral Receipt and Court documents exonerating the bond(s).

Surety agency reserves the right to require additional Indemnitors and/or collaterals be placed, at a subsequent date, should a determination be made by surety agency that indemnification be increased. If bond is raised by order of the Court, Defendant and Indemnitors shall remit to surety agency any required premiums and collaterals and sign additional Contracts which will supplement, but not substitute this Contract. Defendant and Indemnitors hereby authorize any Attorney of Record to act on his/her/their behalf as requested by surety agency. Surety agency, without notice to any parties, may take such steps as deemed necessary to obtain release from any and all liability under said bond undertaking, including surrender of the Defendant, before, during or after forfeiture or payment. The rights granted surety agency under the terms of this Contract shall be in addition to any rights surety agency may have under separate agreements or applicable law. In the event any Contract provision is deemed unenforceable or legally inconsistent, that provision shall be null and void and all other provisions shall remain in full force and effect. Defendant and Indemnitors hereby exempt this Contract and its attached liabilities from all bankruptcy protections, now and in the future. Each party to this Contract shall be held solely and individually liable for all indemnifications hereunder and surety agency has no duty to proceed against parties in any particular order. The failure of any one party to comply shall not be construed as a release to other parties who shall remain liable and bound by all provisions herein.

## TERMS AND CONDITIONS FOR DEFENDANT AND EACH AND ALL INDEMNITORS

The premium paid for this surety bail bond is non-refundable regardless if charges are dismissed or the bail is reduced, or canceled. Should the cases, connected with this bond, remain open 12 months from today's date, a renewal premium is due surety agency, providing state law allows. This Contract shall be construed and enforced under the laws of the State of \_\_\_\_\_.

By my true and accurate application attached and signature hereunder, I/We acknowledge understanding of, and obligation for all Contract responsibilities, terms and conditions, including the provisions entitled Promise for Court Appearances, Promise to Pay and Consumer Authorization to Release Information. Promise for Court Appearances: In accordance with the terms and conditions of this Surety Bond Application and Contract For Court Appearance I/We promise that the Defendant shall appear at each and every Court required appearance, in the correct Court location at the time designated, until case(s) conclusion and bond(s) exoneration. Promise to Pay: In accordance with the terms and conditions of this Surety Bond Application and Contract For Court Appearance I/We promise to pay the full amount of the bond(s) plus costs and expenses if the Defendant fails to appear as required by the Court(s). Consumer Authorization to Release Information and Confidential Location Services Agreement: I/We hereby authorize all current and previous employers, labor unions, landlords, neighbors, co-inhabitants, merchants, credit reporting companies, banks, credit unions, mortgage, title, finance, private investigative, computer or credit card companies, physicians, hospitals, clinics, schools, universities, churches, utility or telephone companies (specifically for lists of incoming and outgoing telephone calls, phone numbers, names and addresses) and all governmental agencies, employment, military, natural resources, motor vehicle, law enforcement and judicial agencies, courts and detention facilities at the Federal, State, County/Parish, City and/or Township levels and any other persons or organizations having information, documents or photographs concerning me/our and/or my immediate family with regard to credit history, property or vehicle ownership, medical, employment, health, arrest, conviction, detention or arrest records to release information about me/our and/or my immediate family to Universal Fire & Casualty Insurance Company and its assigns and/or duly authorized representatives. I/We hereby give specific permission for release of information, documents or photographs in connection with, or contained in N.C.I.C., C.C.H., L.E.I.N. and D.M.V. records. The undersigned does hereby agree that the \_\_\_\_\_ (Agency), will act as Principal's bail bond

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 Principal's bail. The following privacy/terms and conditions are an integral part of this agreement 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: The Agency will use network-based location technologies to find me solely at their discretion. This agreement will serve as the sole notice for the collection of location information for me until the Principal's bond liability is fully discharged. The Agency will only retain location data while the bail bond is actively in force. The Agency will only disclose location information to the courts as required by court order. The Agency will be the only person with access to location information for me. I WILL NOT have the option to OPT-OUT of location use during the period of bail. All questions relating to location capability should be directed to the Agency. By my/our signature(s) below, I/We hereby waive my/our rights under the Privacy Act and authorize the use of copies of this document by Universal Fire & Casualty Insurance Company and its assigns and/or duly authorized representatives.

Power of Attorney: CPNI Location Information /Ping Cell Phone. I hereby name Universal Fire & Casualty Insurance Company as my Attorney-in-fact in relation to all wireless telephone subscriber accounts I may hold during the duration of this Agreement. I expressly consent and grant to Universal Fire & Casualty Insurance Company, or its agents, full access to any and all location information of my handheld wireless telephones and/or devices that constitutes or may constitute Customer Proprietary Information (CPNI) 47 U.S.C. § 222(a). This shall include Real-Time Geo-locational Pings with CDR Service Records. As a material term and condition of the bail bond posed through Universal Fire & Casualty Insurance Company and my pre-trial release by and through their underwriting of a bail bond for my benefit, and, in the event I breach the bail bond and fail to appear for a mandated court appearance, I herein expressly consent to the disclosure of my location information to Universal Fire & Casualty Insurance Company (or its agents) by wireless carriers servicing my wireless device or mobile phone account for purposes of compliance with any court order, arrest order or warrant due to my failure to appear in person before the court. I understand that I cannot withdraw this power of attorney until all bail bonds are exonerated by the court holding jurisdiction over my criminal case and all bail bonds are released by the court with regard to my criminal case, and herein expressly represent the same to any wireless or mobile carrier serving my cellular telephone, mobile device, or prepaid mobile telephone.

Signed this _____ day of _____,	_____ Agent Witness _____
Defendant _____	Cell Phone _____
Indemnitor <u>X</u> _____	Cell Phone _____
Indemnitor _____	Cell Phone _____
Indemnitor _____	Cell Phone _____

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public