

TERMS AND CONDITIONS

In consideration of Surety, through its producers, representatives or designees, executing the bail bond(s), the Defendant agrees to the following terms and conditions:

1. Defendant has caused to be paid or shall pay Surety or its producer premium in the amount of _____ (\$ _____) dollars. The premium is not refundable except as set forth below.

2. Surety, as bail, shall have control and jurisdiction over Defendant during the term for which the bond(s) is executed and shall have the right to apprehend, arrest and surrender the Defendant to the proper officials at any time as provided by California Penal Code 1300. In the event surrender of Defendant is made prior to the time set for Defendant's court appearances, then Defendant shall only be entitled to a refund of the bond premium as ordered by a court pursuant to California Penal Code 1300.

3. The following events shall constitute good cause for Surety to forthwith apprehend, arrest and surrender Defendant, and Defendant shall have no right to any refund of premium whatsoever: (a) Defendant departs the jurisdiction of the court without the written consent of the court and the Surety; (b) Defendant moves from his/her current address without prior written notice to Surety or fails to update Surety of any material information; (c) Defendant commits any act that constitutes reasonable evidence of Defendant's intention to cause a forfeiture of the bond(s); (d) Defendant is arrested and incarcerated for any other offense (other than a minor traffic violation); (e) Defendant makes any materially false statement in this application; (f) Any indemnitor for Defendant makes materially false statement in the indemnitor's application, promissory note, or indemnity agreement; (g) Defendant's bail is increased; (h) any indemnitor requests that Defendant be surrendered; (i) any collateral or security given for the bail bond(s) depreciates in value or becomes impaired or (j) Other Conditions _____

4. Defendant shall indemnify and hold harmless Surety and its producers from and against any and all loss, demand, liabilities, and expenses, including but not limited to, attorney's fees, that Surety may sustain or incur by reason of having executed the requested bond(s).

5. Defendant waives any and all rights he/she may have under Title 28 Privacy Act-Freedom of Information Act, Title 6 Fair Credit Reporting Act, and any such local or state law and further consents and authorizes Surety and/or its producers to obtain any and all private or public information and or records concerning Defendant from any party or agency, private or governmental (local, state, federal), including, but not limited to credit reports, Social Security records, criminal records, driving records, telephone records, medical records, school records, worker compensation records, and employment records. Defendant authorizes, without reservation, any party or agency, private or governmental (local, state, federal), contacted by Surety and/or its producers, to furnish any and all private and public information and records in their possession concerning Defendant to Surety and/or its producers, and directs that a copy of this document shall serve as evidence of said authorization.

6. If Defendant leaves the State, Defendant waives any right to extradition proceedings and consents to the application of such force as may be necessary to return Defendant to Surety and the court where the bond(s) were posted.

7. Surety may assign any of its rights herein without notice or consent from Defendant.

8. 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 of unenforceability of any provision herein (or portion thereof) shall in no way effect the validity or enforceability of any other provision (or portion thereof).

Defendant warrants that the foregoing declarations made and answers given are true, complete, and correct, are made for the purpose of inducing Surety, and its producer, to issue or continuing to remain on the bail bond(s), and are made with the intent and purpose that they be fully relied on by Surety and its producer.

Signed, sealed and delivered this _____ day of _____, 20_____

Signature of Defendant _____