

<p>Surety:</p> <p>Seneca Insurance Company, Inc. 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</p>	<p>BAIL PRODUCER: [stamp must include name, address, phone no. and license no.]</p>
---	---

DEFENDANT 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 **Seneca Insurance Company** (“Surety”) to issue, or cause to be issued, a bail bond or undertaking for you, using power of attorney number(s) (if known) _____, in the total amount of _____ Dollars (\$ _____) in the _____ Court of _____ (“Bond”).

DEFENDANT’S NAME AND ADDRESS

1. Name _____ Nickname/Alias _____
First Middle Last
2. Home Phone # _____ Cell Phone # _____ Work Phone # _____
3. Email _____ Social Media Accounts _____
4. Current Home Address _____
5. How Long? _____ Rent or Own? _____ Landlord _____
6. Former Home Address _____
7. How Long? _____ Rent or Own? _____ Landlord _____
8. How long resided in current city? _____ How long in current state? _____ How Long in U.S.? _____

PERSONAL DESCRIPTION

9. Date of Birth _____ Where Born (City & State) _____ Sex _____ Race _____
10. Social Security # _____ Driver’s License # _____ Issuing State _____
11. Passport Issuing Country(s) _____ Passport ID (s) _____
12. Height _____ Weight _____ Eye Color _____ Hair Color _____
13. Scars, Marks, Tattoos _____
14. U.S. Citizen? Yes No Nationality _____ Alien # _____
15. Any Medical Conditions/Disabilities _____
16. Union? _____ Local # _____ Military Service: Branch _____ Active? _____ Discharge Date _____

EMPLOYMENT

17. All Occupations for the past 5 years: _____
18. Current Employer _____
19. Name _____ How Long? _____ Position _____
20. Supervisor’s Name _____ Phone # _____
21. Most Recent Former Employer: _____
22. Name _____ How Long? _____ Position _____
23. Supervisor’s Name _____ Phone # _____
24. Supervisor’s Name _____ Phone # _____

MARITAL STATUS/CHILDREN:

Married Divorced Separated Widowed Single Cohab

25. Spouse/girl/boyfriend’s Name _____ How Long Married/together? _____
First Middle Last
26. Address (if different) _____ Email _____
27. Home Phone # (if different) _____ Cell Phone # _____ Social Security # _____
28. Occupation _____ Employer _____ How Long? _____
29. Supervisor’s Name _____ Work Phone # _____
30. Child’s Name _____ Date of Birth _____ School/Employer _____ Other Parent’s Name _____

VEHICLE

31. Describe Auto: Year _____ Make _____ Model _____ Color _____ Plate # _____ State _____
32. Where Financed? _____ Amount Owed? _____
33. Insurance Agent's Name: _____ Insurance Agent's Phone # _____

ARREST INFORMATION

34. Date of Arrest _____ Booking Name (if different) _____ Arresting Agency _____
35. Jail Location _____ Booking # _____
36. Charges _____
37. Previous Arrests: Charges: Date: Where:

38. Pending Charges in Other Counties _____
39. Are you on parole/probation? Yes No Parole/probation officer name and phone # _____
40. Are you now under any bond? Yes No Have you ever failed to appear in court? Yes No
41. Bonded before by _____ When? _____

ATTORNEY

42. Name and Firm _____ Phone # _____
43. Email _____ Amount of retainer paid \$ _____

RELATIVES AND FRIENDS

44. Father/Guardian's Name _____ Address _____ Home Phone # _____
45. Cell Phone # _____ Work Phone # _____ Employer _____
46. Email _____
47. Mother/Guardian's Name _____ Address _____ Home Phone # _____
48. Cell Phone # _____ Work Phone # _____ Employer _____
49. Email _____
50. Other Relative/Friend's Name _____ Relation _____
51. Address _____ Home Phone # _____
52. Cell Phone # _____ Work Phone # _____ Employer _____
53. Other Relative/Friend's Name _____ Relation _____
54. Address _____ Home Phone # _____
55. Cell Phone # _____ Work Phone # _____ Employer _____
56. Other Relative/Friend's Name _____ Relation _____
57. Address _____ Home Phone # _____
58. Cell Phone # _____ Work Phone # _____ Employer _____

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. Premiums are 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. In the event your surrender is made prior to your failure to appear in court, and for reason other than as stated in paragraph 5, then you may be entitled to a refund of the bond premium if required by applicable law (if any) as stated in an attached addendum.
3. Unless otherwise provided by applicable law (if any) as stated in an attached addendum, the following events shall constitute a breach of your obligations to the Surety, and the Surety shall have the right to immediately apprehend, arrest and surrender you, and you shall have no right to any refund of premium whatsoever: (a) you depart the jurisdiction of the court without the prior written consent of the court and the Surety; (b) you move from your current address without prior written consent of the Surety or you fail to notify Surety of any material information; (c) you commit any act that constitutes reasonable evidence of your intention to cause a forfeiture of the Bond; (d) you are arrested and incarcerated for any other offense (other than a minor traffic violation); (e) you make any materially false statement in this application; (f) any indemnitor for you makes any materially false statement in the Indemnitor Application and Agreement; (g) your bail is increased; (h) any indemnitor requests that you 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.

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: (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.
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 waives 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. Other Bond Conditions, not included above: _____

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

Signature of Defendant: _____

Print Name: _____