

<p>Surety:</p> <p><b>MTAW Insurance Company</b>  157 MAIN STREET, GREENVILLE, PA, 16125  P.O. BOX 806 GREENVILLE, PA 16125  (800) 245-0366   FAX (724) 588-8801  Email: CourtNotices@cfins.com</p>	<p>BAIL PRODUCER: [stamp must include name, address, phone no. and license no.]</p>
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**NORTH CAROLINA 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 **MTAW 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 3, then in such case the full premium shall be returned to the person whose name appears as Payer on the Premium Receipt within 72 hours after the surrender.
3. 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 willfully fail to pay the premium to the Surety or bail producer under the Agreement; (b) you change your address without prior notice to Surety or bail producer; (c) you physically hide from the Surety or bail producer; (d) you leave the state without the Surety's or bail producer's permission; (e) you violate any order of the court; (f) you fail to disclose information; (g) you provide false information regarding any failure to appear in court, any previous felony convictions within the past 10 years, or any charges pending in any state or federal court; (h) you knowingly provide the Surety or bail producer with incorrect personal I.D. or use a false name or alias; (i) your bail is increased; (j) any indemnitor requests that you be surrendered; (k) 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 all losses arising out of, Surety's issuance or procurement of the Bond including, the principal amount of any forfeiture of, or judgment on, the Bond. 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 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: \_\_\_\_\_