

APPLICATION FOR APPEARANCE BOND

BETTER NOW THAN LATER BAIL BONDS and the parties agreed that said appearance bond is conditioned up full compliance of all said terms and conditions and is part of said bond and application thereof:

1. BETTER NOW THAN LATER BAIL BONDS, as agent, shall have control and jurisdiction over the defendant during the terms for which the bond is executed and shall have the right to apprehend, arrest, detain, 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 one of the following events shall constitute a breach of DEFENDANT's obligations to BETTER NOW THAN LATER BAIL BONDS hereunder, and BETTER NOW THAN LATER BAIL BONDS shall have the right to forthwith apprehend, arrest, and surrender DEFENDANT, and DEFENDANT shall have no right to any refund or premium whatsoever.
 - a. If DEFENDANT shall depart the jurisdiction of the court without written consent from the courts and BETTER NOW THAN LATER BAIL BONDS.
 - b. If DEFENDANT/Indemnitor shall move from one address to another without notifying BETTER NOW THAN LATER BAIL BONDS, prior to move.
 - c. If DEFENDANT shall commit any 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/Indemnitor shall make any material false statement(s) in application.

BETTER NOW THAN LATER BAIL BONDS y las partes acordaron que dicha fianza de comparecencia esta condicionada hasta el cumplimiento completo de todo los terminus y condiciones y es parte de dichos bonos y su aplicacion

1. BETTER NOW THAN LATER BAIL BONDS, como agente, tendrá control y jurisdicción sobre el acusado durante los términos para que el lazo se ejecuta y tendrá el derecho de apresar, arrestar, detener y entregar al acusado a los funcionarios apropiados en cualquier momento dispuesto por la ley.
2. Es entendido y convenido que el suceso de alguno de los siguientes eventos constituirá un incumplimiento de las obligaciones del demandado BETTER NOW THAN LATER BAIL BONDS presente, BETTER NOW THAN LATER BAIL BONDS tendrá el derecho de inmediatamente detener, arrestar y entregar el acusado, y el acusado no tendrá derecho a ningún reembolso o prima alguna.
 - a. Si el ACUSADO se departe de la jurisdicción de la corte sin el consentimiento escrito de la corte y BETTER NOW THAN LATER BAIL BONDS.
 - b. Si el ACUSADO/Indemnizador se mueve de una dirección a otro sin notificar BETTER NOW THAN LATER BAIL BONDS, antes de moverse.
 - c. Si el ACUSADO comete algun acto que constituirá en una evidencia razonable de la intención del acusado para causar una pérdida de dicho bono
 - d. Si el ACUSADO es arrestado y encarcelado por un delito que no sea una violación menor de tráfico.
 - e. Si el ACUSADO/Indemnizador hace cualquier declaracion falsa(s) en la aplicacion.

APPLICANT INFORMATION (APLICACION)				DEFENDANT	OR	INDEMNITER	(CIRCLE ONE)
Name: Nombre:				Nickname: Alias:			
Current address: Direccion Actual:							
City: Ciudad:			State: Estado:		ZIP Code: Codigo Postal:		
Own Rent (Please circle one)		Monthly payment or rent:				How long? Cuanto Tiempo:	
Name of Apartment: Nombre del los Apartamentos:							
Name(s) of person(s) residing with you: Nombre de la(s) persona(s) en su domicilio:							
Previous address: Direccion Anterior:							
City: Ciudad:			State: Estado:		ZIP Code: Codigo Postal:		
Telephone: Teléfono:		Cell: Celular:		Email:			
Other Telephone: Otro Teléfono:							
Date of Birth: Fecha De Nacimiento:		SSN:		Driver License/ID Licencia:			
Height: Estatura:		Weight: Peso:		Hair Color: Color de Pelo:		Eye Color: Color de Ojos:	
Place of Birth: Lugar de Nacimiento			Circle one MALE OR FEMALE		Race:		Age: Edad:
Tattoos/Marks:							
Circle one Parole or Probation		Where: Donde:				How Long: Cuanto tiempo:	
Currently on Bond: En Fianza:			Company:		Where: Donde:		
EMPLOYMENT INFORMATION (INFORMACION DE TRABAJO)							
Current employer: Empleador Actual:							
Address: Direccion:					How long? Cuanto Tiempo:		
City: Cuidad:			State: Estado:		ZIP Code: Codica Postal:		
Phone: Teléfono:		Fax:		Supervisor:			
Position: Posicion:		Hourly Salary (Please circle)			Monthly Income: Ingresos Mensual:		
Previous employer: Trabajo Anterior:							
Address: Direccion:					How long?		
Phone:		Position:		Supervisor:			
AUTO INFORMATION (INFORMACION DE VEHICULO)							
Vehicle: (Year/Make/Model/Color)			Plate No:		Lien Holder		Insurance Company
MARITAL STATUS (ESTADO CIVIL)							
Name: Nombre:							
Date of birth: Fecha de Nacimiento:			SSN:		Phone: Telefono:		
Current employer: Empleador Actual:							
Employer address: Direccion:					How long? Cuanto Tiempo?		
City: Ciudad:			State: Estado:		ZIP Code: Codigo Postal:		
Phone: Teléfono:		Fax:		Supervisor:			
Position: Posicion:		Hourly Salary (Please circle)			Monthly income: Ingresos Mensual:		

CHILDREN INFORMATION (INFORMACION DE NIÑOS)

Name/Nombre	Age/Edad	School/Escuela

RELATIVES (FAMILIARES)

Mother: Madre:	Phone: Teléfono:
Address Direccion:	
Father: Padre:	Phone: Teléfono:
Address Direccion:	

RELATIVES (FAMILIARES)

Name/Nombre	Relationship/Relacion	Phone/Telefono

MORTGAGE COMPANY

Account no.:	Mortgage Company
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DISCLAIMER AND SIGNATURE

The DEFENDANT/INDEMNITOR hereby warrants that the foregoing declaration made and answers given are the truth without reservation and are made for the purpose of inducing the surety to become surety or to procure surety ship on the bond or understanding applied for herein, with the intent and purpose that they be relied on fully. In addition, the DEFENDANT/INDEMNITOR hereby authorizes and directs his relatives, employers, bankers, the Federal Social Security Administration, The Internal Revenue, The State Department of Disability Insurance, The United States Postal, The United States Armed Forces, The Division of Motor Vehicles, All Municipal, State and Federal Law Enforcement Agencies and any other person(s) or organizations that have information concerning the DEFENDANT/INDEMNITOR's whereabouts to give such information to BETTER NOW THAN LATER BAIL BONDS and its assigned and/or duly authorized representative. The DEFENDANT/INDEMNITOR understand that any information obtained will be used for the purpose of securing his/hers appearance and apprehension for court appearance, and for the purpose of securing reimbursement for any expenses incurred as a result of DEFENDANTs non-appearance. The DEFENDANT/INDEMNITOR hereby waives his/her rights with respect to the PRIVACY ACT and authorizes the use of copies of this document by BETTER NOW THAN LATER BAIL BONDS and its assigned and/or authorized representatives. In addition, the in case DEFENDANT escapes from the custody of BETTER NOW THAN LATER BAIL BONDS and is subsequently captured in a state of the United States other than the one in with the original charge was filed, or in foreign country, the DEFEDANT does hereby agree to return voluntarily to the state or original jurisdiction, and/or does hereby waive extradition proceedings and further consents the application of such force as may be necessary to effect such return.

El ACUSADO/INDEMNIZADOR garantiza por la presente que la declaración anterior y respuestas dadas son la verdad sin reservas y se hacen con el propósito de inducir al fiador a ser fiador o procurar fiador nave en la bond o conocimiento aplicado para aquí, con la intención y el propósito que puede confiar en totalmente. Además, el ACUSADO/INDEMNIZADOR por la presente autoriza y dirige sus familiares, empleadores, banqueros, la Administración Federal de la Seguridad Social, el Internal Revenue, el Estado Departamento de seguro por incapacidad, la Postal de los Estados Unidos, las fuerzas armadas de Estados Unidos, la división de vehículos motorizados, todos municipales, estado y agencias policiales federales y cualquier otras persona u organizaciones que tienen información sobre paradero del ACUSADO/INDEMNIZADOR para dar tal información a BETTER NOW THAT LATER BAIL BONDS y su asignado y debidamente representante autorizado. El ACUSADO/INDEMNIZADOR entiendo que cualquier información obtenida se utilizará con el fin de asegurar su aspecto y aprehensión para el aspecto de la corte y con el fin de asegurar el reembolso por cualquier gasto incurrido como consecuencia de la incomparecencia de los demandados. El ACUSADO/INDEMNIZADOR por la presente renuncia a sus derechos con respecto a la ley de privacidad y autoriza el uso de copias de este documento por BETTER NOW THAN LATER BAIL BONDS y sus representantes asignados o autorizados. Además, el acusado se escapa de la custodia de BETTER NOW THAN LATER BAIL BONDS y posteriormente es capturado en un estado de los Estados Unidos que uno con la carga original fue presentada, o en país extranjero, el ACUSADO se compromete a regresar voluntariamente al estado o jurisdicción original, o por la presente renuncia a los procedimientos de extradición y más consiente la aplicación de tal fuerza que sean necesarias para efectuar dicha devolución.

Signature: Firma:	Date: Fecha:
Signature: Firma:	Date: Fecha:

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:

- The premium is fully earned upon your release from custody. The premium is not refundable except as stated below.
- 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 you may be entitled to a refund of the bond premium if required by applicable law (if any) as stated in an attached addendum.
- 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, or (j) Other Conditions:
- 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.**
- 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.
- 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: (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.
- 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.
- 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.
- 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.