



The North River Insurance Company
 10777 Westheimer Road, Suite 500 (77042)
 P.O. Box 2807 • Houston, Texas 77252-2807
 (713) 954-8100 • (713) 954-8389 FAX

BAIL BOND APPLICATION & CONTRACT

AGENT _____ DATE OF APPLICATION _____

Offense _____ Case # _____ Power # _____ Amount _____

Offense _____ Case # _____ Power # _____ Amount _____

Offense _____ Case # _____ Power # _____ Amount _____

Offense _____ Case # _____ Power # _____ Amount _____

Total Bond Amount _____

Court _____ Appearance Date _____ Time _____

Defendants Full Name (First, Middle, Last) _____ Phone _____

Alias/Nickname/Street Name _____

Date of Birth _____ Place of Birth _____ Social Security No. _____ Height _____ Weight _____

Eye Color _____ Hair Color _____ Race _____ Scars/Tattoos/Marks, etc. _____

Address _____ Apt. # _____ () Own () Rent Landlord _____

City _____ State/Zip Code _____ Previous Address _____

Present Occupation(s) _____ Previous Occupation(s) _____

Employer _____ Shift _____ How Long _____

Address _____ Job Title _____ Phone _____

Previous Employer _____ How Long _____

Union _____ Local # _____

Spouse Full Name _____ Date of Birth _____ Social Security No. _____

Maiden Name _____ Occupation(s) _____

Employer _____ Shift _____ How Long _____

Address _____ Job Title _____ Phone _____

Age _____ Child's Name/Address _____ School/Employer _____ Phone _____

Auto Year _____ Make _____ Model _____ Color _____ Tag# _____ State _____

Amount Owed _____ Lien Holder _____

Insurance Agent/Company _____

Driver's License # _____ State _____ Expiration _____

Previous Arrests for _____ Where _____

On Probation/Parole? _____ Where _____ Probation/Parole Officer _____

Credit Card Company _____ Account # _____

Credit Card Company _____ Account # _____

Attorney _____ Address _____ Phone _____

RELATIVES/FRIENDS	ADDRESS, CITY, STATE, ZIP	PHONE
Mother		
Father		
Brother		
Brother		
Sister		
Sister		
Sister		
M-Law		
F-Law		
Gr. Parents		
Best Friend		
Ex Spouse		

I have read and had explained to me and understand the following terms and conditions of **THE NORTH RIVER INSURANCE COMPANY** (hereinafter called **NORTH RIVER**) executing the above listed Surety Bail Bonds on my behalf:

- NORTH RIVER** shall have control and jurisdiction over me during the term for which my bail bond(s) is executed and shall have the right to apprehend and surrender me to the proper officials at any time for violation of my bail bond(s) obligations to the Court and **NORTH RIVER** as provided by law.
- It is understood and agreed that any one of the following actions by me shall constitute a breach of my obligations to **NORTH RIVER** and that **NORTH RIVER** and/or its Agent shall have the right to forthwith apprehend and surrender me in exoneration of my bail bond(s):
 - If I depart the jurisdiction of the court without written consent of the court and **NORTH RIVER** or its Agent.
 - If I shall move from one address to another or change my phone number without notifying **NORTH RIVER** and/or its Agent
 - If I commit any act which shall constitute reasonable evidence of my intention to cause a forfeiture of my bail bond(s).
 - If I am arrested and incarcerated for any offense other than a minor traffic violation.
 - If I make any material false statement in my Bail Bond Application and Contract with **NORTH RIVER**.
- If I depart the jurisdiction of the Court wherein my bail bond(s) is posted by **NORTH RIVER** for any reason, and I am captured by **NORTH RIVER** and/or its Agent, or any law enforcement agency, in a State other than the one in which my bail bond(s) is posted, I hereby agree to voluntarily return to the State of original jurisdiction, and I hereby waive extradition proceedings and further consent to the application of such reasonable force as may be necessary to effect such return.
- I hereby waive any and all rights I may have under Title 29 Privacy Act - Freedom of Information Act, Title 6, Fair Credit Reporting Act, and any such local or State law. I consent to and authorize **NORTH RIVER**, and/or its Agent, to obtain any and all private or public information and/or records concerning me from any party or agency, private or governmental (local, State, Federal), including but not limited to Social Security Records, criminal records, civil records, driving records, telephone records, medical records, school records, workers compensation records, employment records. I authorize without reservation, any party or agency, private or governmental (local, State, Federal), contacted by **NORTH RIVER**, and/or its Agent, to furnish any and all private and public information and records in their possession concerning me to **NORTH RIVER**, and/or its Agent.

Signature of Defendant _____ Date _____

You are assuming specific obligation – READ CAREFULLY!

THIS AGREEMENT made between the undersigned _____
herein after called Indemnitor(s) and THE NORTH RIVER INSURANCE COMPANY (hereinafter called Surety).

WITNESSETH:

WHEREAS, the Surety has executed, or is about to execute in behalf of and/or at the instance of the indemnitor(s), the bond or undertaking described in the foregoing application, upon the security and indemnity herein provided, which application is hereby referred to and made a part of this agreement.

NOW THEREFORE, in consideration of the execution by the Surety of such bond or undertaking, the Indemnitor(s) covenants(s) and agree(s) with the Surety as follows:

1. The Indemnitor(s) will pay the Surety, or its duly authorized agent, the premium(s) specified in said application.
2. The Indemnitor(s) will at all times indemnify and keep indemnified the Surety and save harmless the Surety from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which the Surety shall at any time sustain or incur, and as well from all orders, degrees, judgments and adjudications against the Surety by reason or in consequence of having executed such bond or undertaking in behalf of and/or at the instance of the Indemnitor(s) (or any of them) and will pay over, reimburse and make good to the Surety, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, costs, expense, suit, order, decree, payment and/or adjudication against the Surety by reason of the execution of such bond or undertaking and any other bonds or undertakings executed in behalf of and/or at the instance of the Indemnitor(s) and before the Surety shall be required to pay thereunder. The liability for legal fees and disbursements includes all legal fees and disbursements that the Surety may pay or incur in any legal proceedings, including proceedings in which the Surety may assert or defend its right to collect or to charge for any legal fees and/or disbursements incurred in earlier proceedings.
3. The Indemnitor(s) will immediately notify the Surety of the making of any demand or the paying of any notice or the commencement of any proceeding or the fixing of any liability which the Surety may be required to discharge by reason of the execution of any such bond or undertaking.
4. The vouchers or other evidence of payment by the Surety, in discharge of any liability under or incurred in connection with any such bond or undertaking, or incurred in connection with any collateral held by the Surety, shall be conclusive evidence against the Indemnitor(s) of the fact and amount of the liability of the Indemnitor(s) to the Surety.
5. In the event the Surety executes any bond or undertaking with Co-Sureties, or reinsures any portion of any such bond or undertaking, the Indemnitor(s) agree(s) that all of the terms and conditions of this instrument shall apply to and operate for the benefit of the Surety, the procured sureties and/or co-sureties and/or reinsurers as their respective interests may appear.
6. The Surety shall have the right at any time, without notice to the Indemnitor(s), to transfer and assign this agreement and/or the collateral pledged hereunder, to any person, Reinsurer, Co-Surety, Surety or Insurance Surety which may take over and assume in whole or in part, the obligation of the Surety under any such bond or undertaking and thereupon the transferee shall become vested with all the powers and rights given to the Surety hereunder and the Surety shall be relieved and fully discharged from any liability or responsibility for said collateral under this agreement.
7. The Indemnitor(s) agree(s) that the Surety may at any time take such steps as it may deem necessary to obtain its release from any and all liability under any of said bonds or undertakings, and it shall not be necessary for the Surety to give the Indemnitor(s) notice of any fact or information coming to the Surety's notice or knowledge concerning or affecting its rights or liability under any such bond or undertaking, notice of all such being hereby expressly waived; and that the Surety may secure and further indemnify itself against loss, damages and/or expenses in connection with any such bond or undertaking in any manner it may think proper including surrender of the defendant (either before or after forfeiture and/or payment) if the Surety shall deem the same advisable; and all expenses which the Surety may sustain or incur in obtaining such release or in further securing itself against loss, shall be borne and paid by the Indemnitor(s).
8. The Indemnitor(s) hereby authorize(s) any attorney of any court of record to appear for him or them in and before any court, in any action, suit or proceeding, and receive process on behalf of the Indemnitor(s), or waive the issuing and service of process, and enter or confess judgment, or permit judgment to be entered, against the Indemnitor(s), (jointly and/or jointly and severally) in favor of the Surety, for the amount of any forfeiture which may be taken against the Surety on the said bond or undertaking and for the amount of any and all sums hereinabove in paragraphs 1, 2 and 7 referred to; and to release all error and waive all right to stay of execution or appeal; and to do and perform all acts and execute all papers in the name of Indemnitor(s) in order to carry into effect the authority hereinabove given in as full and ample manner as the Indemnitor(s) might do if personally present; hereby ratifying and confirming all that the said attorney shall do or cause to be done by virtue thereof and the Indemnitor(s) hereby irrevocably waive(s) the benefit or advantage of any and all valuation, stay, appraisalment or homestead exemption law or laws of any state of the United States, now in force or hereafter enacted.
9. This instrument shall be binding not only upon the Indemnitor (or Indemnitors, jointly and/or jointly and severally), but as well upon the heirs, executors, administrators, successors and assigns of the Indemnitor(s).
10. The Surety reserves the right to decline to issue the bond for which application is hereby made, and no claim shall be made against the Surety in consequence of its failure to execute such bond; nor shall any claim be made in case the bond, if executed, be not accepted by or on behalf of the obligee.
11. The Indemnitor(s) hereby warrant(s) that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of including the Surety to become surety or to procure suretyship on the bond or undertaking applied for herein, with the intent and purpose that they be fully relied on.
12. The Surety shall not be first obliged to proceed against the Principal(s) on any such bond or undertaking before having recourse against the Indemnitor(s) or any of them, the Indemnitor(s) hereby expressly waiving the benefit or any law requiring the Surety to make claim upon or proceed or enforce its remedies against the Principal(s) before making demand upon or proceeding and/or enforcing its remedies against any indemnitor.
13. The acceptance of this Agreement and of the Indemnitor(s) agreement to pay premiums on the execution and on the continuance of said bond(s) on undertaking(s), and/or the acceptance at any time by the Surety of the other collateral security or agreement, shall not in any way abridge or limit the right of the Surety to be subrogated to any right or remedy, or limit any right or remedy which the Surety may otherwise have, acquire, exercise or enforce under this or any other agreement or by law allowed, and the Surety shall have every right and remedy which an individual surety acting without compensation would have, all such rights being construed to be commulative and for the sole benefit of the Surety, its successors and/or its assigns.
14. If any provision or provisions of this instrument be void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision or provisions omitted.
15. In making application for the hereinabove described Bail Bond we warrant all of the statements made on the reverse of this instrument to be true and we agree to advise the Surety or its agent of any change (especially change of address) within 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the defendant without any liability for the return of any part of the premium.
16. For good and valuable consideration, the undersigned principal agrees to indemnify and hold harmless the Surety or its agent for all losses not otherwise prohibited by law or by rules of the Department of Insurance.

IN TESTIMONY WHEREOF we have hereunto set our hand and affixed our seals this _____ day of _____, 20_____.

THE PREMIUM PAID ON THIS BOND IS NOT RETURNABLE

Defendant Signature _____

Indemnitor Signature _____

Name _____ Address _____ City _____ Zip _____

Phone _____ Driver's Lic. _____ S.S. No. _____ D.O.B. _____

Spouse _____ Employer _____

Reference (Personal or Credit)

1. _____ Relation _____

2. _____ Relation _____

3. _____ Relation _____

Indemnitor Signature _____

Name _____ Address _____ City _____ Zip _____

Phone _____ Driver's Lic. _____ S.S. No. _____ D.O.B. _____

Spouse _____ Employer _____

Reference (Personal or Credit)

1. _____ Relation _____

2. _____ Relation _____

3. _____ Relation _____

Indemnitor Signature _____

Name _____ Address _____ City _____ Zip _____

Phone _____ Driver's Lic. _____ S.S. No. _____ D.O.B. _____

Spouse _____ Employer _____

Reference (Personal or Credit)

1. _____ Relation _____

2. _____ Relation _____

3. _____ Relation _____

STATE OF _____ COUNTY OF _____

On this _____ day of _____, _____, before me personally appeared _____,

to me known to be the person described in and who executed the foregoing instrument and _____ thereupon acknowledged to me that _____ executed the same.

My Commission Expires: _____

NOTARY