

DATE _____

READ CAREFULLY YOU ARE ASSUMING SPECIFIC OBLIGATIONS

- X _____ / _____ Investigative fees \$50/hr/50¢ per mile
- X _____ / _____ Show Cause fee 25% of bond amount, pending review
- X _____ / _____ any knowingly false statement made in this application with the intent to influence K.J. BONDS to procure bail may, if the value of the thing or amount of the bail is \$200.00 or more, be a violation of § 18.2-18-6 and be punishable as a Class 6 felony, or if the value be less than \$200.00, a class 1 misdemeanor.

DEFENDANT _____

COURT _____ DATE _____ TIME _____

UPDATE _____

BOND AMOUNT \$ _____ COLLATERAL _____

BOND # _____

WHEREAS K.J. BAIL BONDS(hereinafter called surety), at the request of the undersigned has or is about to become surety on an appearance bond for _____ in the sum of _____ dollars by its certain bond or undertaking a copy of which is attached hereto and made a part thereof:

Now Therefore, in consideration of the premises and the sum _____ in hand paid, receipt whereof by each of us hereby acknowledged, the undersigned do hereby undertake, agree and bind themselves, their legal representatives, successors and assigns, as follows:

1. That the undersigned will have the aforesaid _____ forthcoming before the assigned court named in said bond, attached hereto, at the time therein fixed, and from day to day, and term to term thereafter as may be ordered by the said court.
2. That the undersigned will at all times indemnify and save the said Surety harmless from and against every and all claims, demands, liabilities, costs, charges, counsel fees, expenses, suit orders, judgments or adjudications whatsoever which the said Surety shall or may for any cause at any time sustain or incur, by reason or in consequence of the said Surety having executed said bond or undertaking, will upon demand place with the said Surety the funds to meet the claim, demand liability, cost charge counsel fee, expense, suit, order, judgment or adjudication against it, by reason of such Suretyship and before it shall be required to pay the same, 33% attorneys and/or collection fees.
3. The condition of said indemnity agreement provides that as long as there is any liability or loss of any nature whatsoever to the company upon the bond referred to herein, the undersigned will not make any transfer, or any attempt to transfer any of the property, real or personal, given as security or which the undersigned may subsequently acquire or any interest therein, and it is further agreed that the company shall have a lien upon all property of the undersigned for any sums due it or for which it has become, or may become, liable by reason of its having executed the bond referred to herein.
4. That the voucher or other evidence of any payment made by the said surety, by reason of such Suretyship, shall be conclusive evidence of such payment against the undersigned and the undersigned estate both as to the propriety thereof and as to the extent of the liability under said Surety. The undersigned each waives all benefit of the Homestead exemption as to this debt.
5. That the said Surety may withdraw from its Suretyship upon said bond or undertaking at any time that it may see fit, as provided by law.
6. That the agreement shall not be returned by the said SURETY at the time it shall be satisfied of the termination of its liability under said bond or obligation, but shall be retained as a security for any liability that may at any time thereafter occur.
7. That the failure of any of the undersigned to comply with the provisions of this agreement of indemnity shall be binding upon the others.
8. 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 were omitted.
9. Any outstanding balance due is subject to a \$25.00 per month service charge and 1.5% interest per month on the unpaid balance. All returned checks subject to a \$35.00 service charge.
10. Regarding out of state bonds: the parties agree that the laws of the Commonwealth of Virginia shall govern and be applied to determine all issues regarding this contract and further agree that the courts of Virginia Beach, Virginia have venue and jurisdiction to adjudicate any issues or disputes that arise between the parties.

I, the undersigned do hereby apply to K.J. BAILBONDS, hereinafter called KJB, to procure my bail in the amount of \$ _____ in the _____ court of _____

Where I am charged with _____

The following terms and conditions are an integral part of this application for the **defendants appearance** for which KJB, or its agent shall receive a fee in the amount of \$ _____

_____ Dollars and the parties agree that said appearance bond is condition upon full compliance by the principal of all said terms and conditions and is part of said bond and application thereof.

1. KJB or its agent for procuring bond shall control and jurisdiction over the principal during the term for which the bond is executed and shall have the right to apprehend, arrest and surrender the principal to the proper officials at any time as provided by law.
2. In the event the surrender of principal is made prior to the time set for appearances and for reasons other than enumerated below, in paragraph #3 then the principal **may** be entitled to a refund on the bond.
3. It is understood and agreed that the happening of any one of the following events shall constitute a breach of principal obligations to KJB or its agent hereunder, and KJB or its agent shall have the right to forthwith apprehend, arrest and surrender principal, and principal shall *have no right to any refund of fee whatsoever*. Said event which constitute a breach of principals obligations hereunder; A) If principal shall depart the jurisdiction of the court without the written consent of the court and KJB or its agent. B) If Principal shall move from one address to another without notifying KJB or its agent in *writing* prior to said move. C) If Principal shall commit an act which shall constitute reasonable evidence of Principal's intention to cause a forfeiture of said bond. D) If Principal is arrested and incarcerated for any offence other than minor traffic violations) If Principal shall make any false material statement in the application. F) If Principal fails to pay any monies due on the balance, by the due date, as agreed.G) If Indemnitor wishes to withdrawal from liability for Principal.
4. The undersigned agrees that if the offense for which KJB or its agent agree to procure bail as set forth in this application and contract is not ended in the court having jurisdiction of the offense within 366 days, an additional fee of _____ will be due on _____.
5. If I violate bail and leave the Commonwealth of Virginia, I understand I will be pursued and apprehended by a Bail Enforcement Agent. If the state I flee to requires that I be taken before a judicial officer in accordance with the Uniform Criminal Extradition Act, I hereby waive that right and any such state or local law that may apply, will return to Virginia freely and voluntarily.

In witness thereof, the undersigned have duly executed these presents this _____ day of _____ 20 _____.

INDEMNITOR _____ (seal) ‡ DEFENDANT _____ (seal) Agent _____ DCJS#99-207119

INDEMNITOR (NAME) _____

HOME _____ cell _____ work _____

Address _____ years at residence _____

Employer _____ Address _____

SS# _____ - _____ - _____ DOB _____ / _____ / _____ Sex _____ Race _____ DL# _____ 2nd ID _____

Bank _____ CHECKING SAVINGS City/State _____ Creditcard _____

Auto _____ YR _____ TAG _____ ST _____ Financed by _____ Relation to Defendant _____

Real-estate _____ Mortgage\$ _____ Value\$ _____ Equity\$ _____ mortgage co. _____

Relative _____ Address _____ Phone _____

DEFENDANT (NAME) _____

AKA _____

Address _____ **time at residence** _____

HOME _____ Cell phone _____ Provider _____

SS# _____ - _____ - _____ DOB _____ / _____ / _____ DL# _____ Birthplace _____

Employer _____ Address _____ occupation _____

Sex _____ Race _____ Ht. _____ Wt. _____ Eyes _____ glasses _____ Hair _____ Marks _____

Attorney _____ Probation Parole _____ On bond w/ _____

Relative's name _____ Address _____ Phone _____

‡ I hereby waive any and all rights I may have under Title 28 privacy act-D Freedom of Information Act, Title 9 Fair Credit Reporting Act, and any such local or State law. I consent to and authorize KJB/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, and federal), including, but not limited to, Social Security, Criminal, Civil, DMV, phone, school, Workers' comp, and or employment records. I authorize without reservation, any party or agency, private or governmental (local, state, and federal), contacted by KJB/ Agent, to furnish any and all private and public information and records in their possession concerning me to KJB/Agent.

‡ Indemnitor _____ ‡ Defendant _____