

SURETY BOND APPLICATION AND CONTRACT

****ALL SECTIONS MUST BE COMPLETED****

POA # _____ DATE _____

DEFENDANT INFORMATION

Defendants Full Name _____ Phone () _____
Address _____ Apt. or Lot # _____ City _____ State _____ Zip _____ How Long _____
Former Address _____ City _____ State _____ Zip _____ How Long _____
Years in City _____ County _____ Last County _____ How Long last County _____ Last State _____ How Long _____
Employer _____ Occ _____ Phone () _____ How Long _____
Employer Address _____ City/State _____ Superior _____ How Long _____
Prev Employer _____ City/State _____ Superior _____ How Long _____
DOB _____ Sex _____ Height _____ Weight _____ Hair/Eyes _____ SS# _____ DL # _____
ID Marks _____ Race _____ Moustache/Beard/Goatee _____ Glasses _____
Where Born _____ Prev Arrest Charge _____ Court/County _____ When _____
On Probation/Parole _____ Where _____ Probation/Parole Officer _____
Vehicle Make _____ Model _____ Year _____ Color _____ Lic # _____ in whose name _____
Military Branch _____ Discharge Date _____ Personal Email Address _____

DEFENDANT FAMILY INFORMATION

Spouse/Significant Other _____ Address _____ Phone () _____
Employer _____ Address _____ Phone () _____ How Long _____
Marriage Date _____ Maiden Name _____ DOB _____ SS# _____
Prev Spouse _____ Add/City/State _____ Phone () _____
Children Name/Address _____ Phone () _____ Age _____ School/Employer _____
Children Name/Address _____ Phone () _____ Age _____ School/Employer _____
Children Name/Address _____ Phone () _____ Age _____ School/Employer _____
Mother _____ Address _____ Phone () _____
Father _____ Address _____ Phone () _____
Spouse's Mother _____ Address _____ Phone () _____
Spouse's Father _____ Address _____ Phone () _____
Def's Brother _____ Address _____ Phone () _____ Age _____
Def's Sister _____ Address _____ Phone () _____ Age _____
Best Friend _____ Address _____ Phone () _____
Def's Attorney _____ Address _____ Phone () _____
Who Resides with Def, not listed above? _____ Relationship _____ Age _____
Who Resides with Def, not listed above? _____ Relationship _____ Age _____

Additional Notes _____

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT AND TRUE _____ Signature of Defendant _____ Date _____

INDEMNITOR INFORMATION

****All Sections Must be Completed****

Name _____ Address _____ City _____ Zip _____
Phone () _____ DOB _____ SS# _____ DL# _____ Rel To Def _____
Employed By _____ Address _____ City _____ Phone() _____
Occupation _____ How Long _____ Superior _____ Monthly Income _____
Bank _____ Branch _____ Acct Type _____ Balance _____
Spouse _____ DOB _____ SS# _____ DL# _____
Employed By _____ Address/City _____ Phone () _____
Vehicle Make _____ Model _____ Year _____ Color _____ Lic _____
Real Property _____ In Whose Name _____ How Long _____
Value _____ Amt. Owed _____ Equity _____ Financed By _____
Personal Reference _____ Address _____ Phone () _____
Personal Reference _____ Address _____ Phone () _____
How did you hear about us? _____

**I CERTIFY THAT THE ABOVE
INFORMATION IS CORRECT AND TRUE**

Signature of Indemnitor

Date

INDEMNITOR INFORMATION

****All Sections Must be Completed****

Name _____ Address _____ City _____ Zip _____
Phone () _____ DOB _____ SS# _____ DL# _____ Rel To Def _____
Employed By _____ Address _____ City _____ Phone() _____
Occupation _____ How Long _____ Superior _____ Monthly Income _____
Bank _____ Branch _____ Acct Type _____ Balance _____
Spouse _____ DOB _____ SS# _____ DL# _____
Employed By _____ Address/City _____ Phone () _____
Vehicle Make _____ Model _____ Year _____ Color _____ Lic _____
Real Property _____ In Whose Name _____ How Long _____
Value _____ Amt. Owed _____ Equity _____ Financed By _____
Personal Reference _____ Address _____ Phone () _____
Personal Reference _____ Address _____ Phone () _____

**I CERTIFY THAT THE ABOVE
INFORMATION IS CORRECT AND TRUE**

Signature of Indemnitor

Date

Bail Bond Indemnity Agreement

YOU ARE ASSUMING SPECIFIC OBLIGATIONS- READ CAREFULLY

This agreement is made by and between the undersigned Defendant (Principal) and Indemnitor(s) (hereinafter called "First Party"), and _____ (Agency) and, if applicable, the insurance company this (these) bonds(s) is (are) placed with (hereinafter called "Surety"). The term "Surety" shall include this Surety and every Surety Company and Agency on the bonds referred to herein and their agents, co-sureties, re-insurers, successors and assigns. The rights given to the Surety herein shall be in addition to any rights which the Surety may have under separate agreements or applicable law. WHEREAS, Surety/Agency, at the request and application of the First Party has or is about to execute or cause to be executed the bond(s) herein applied for, First Party makes answers to the questions and interrogatories contained herein and every answer is warranted to be true without any mental reservation whatsoever and are made for the purpose of inducing the Surety to become surety or to procure suretyship on the appearance bond(s) or undertaking applied for herein, with the intention as follows:

1. Agency will post \$ _____ Bond(s) for _____
2. First Party agrees to pay Surety \$ _____ per annum for this bond. The premium is fully earned upon the release of the principal. The fact that the Principal may have been improperly arrested, his bail reduced or his case dismissed, shall not constitute the return of any portion of said premiums. First party agrees to pay Surety a renewal premium in the amount stated above, twelve months after the date on which this bond was executed. If said premium and/or renewal premium is not paid, Surety has the right to surrender principal to exonerate the Bond(s) and/or seize Collateral pledged for said Bond(s).
3. Surety shall have control and jurisdiction over the principal during the term for which the Bond is executed and shall have the right to investigate, apprehend, arrest and transport Principal across state lines in order to surrender the Principal to the proper officials at any time provided by the law.
4. It is understood and agreed that any one of the following events shall constitute a breach of Principals obligations to Surety, and Surety shall have the immediate right to apprehend, transport and surrender Principal. Principal and First Party shall have no right to any refund of premium *whatsoever*.
 - (a) If Principal leaves the State of Michigan without written consent of Surety.
 - (b) If Principal commits any act which constitutes reasonable evidence of the Principal's intention to cause a forfeiture of said Bond(s).
 - (c) If Principal or First Party makes any material false statement(s) in the application.
 - (d) If Principal fails to comply with any condition of agreement of the Bail Agreement Addendum or any of the Terms and Conditions of the Bond.
 - (e) If Principal fails to appear personally before Surety within 24 hours after notice is given. Such notice may be by phone, or my mail to the Principal's last known address.
 - (f) If Principal and/or First Party(s) shall for any reason fail to provide and place with Surety the necessary document to properly secure sufficient Collateral.
5. Surety and any authorized agent shall have full, complete and unrestricted permission to use, in any manner, any type or form of media for the purpose of locating and apprehending the Principal to return the Principal to the court of jurisdiction. The First Party and Principal hereby authorize Surety or any authorized agents complete and unrestricted access to any and all property, residential or otherwise, owned, rented, leased or any other property under their care, custody or control at any hour of the day, whether accompanied by a law enforcement official or not, for the purpose of searching for, locating or apprehending the Principal. The First Party(s) shall cooperate fully with the Surety or its authorized agent(s) to accomplish the same. The undersigned further agree to waive any and all claims or causes of action they may have against Surety or which accrued to the undersigned by virtue of the Surety apprehending, locating, or surrendering Principal or attempts thereat.
6. To Reimburse Surety for; expenses incurred and caused by First Party and/or Principal for violation of any of the terms which the application and bond were written; all liabilities incurred as a result of searching for, apprehending or endeavoring to apprehend or returning Principal to custody and reasonable legal fees incurred by Surety in making application to a court for an order to vacate or to set aside the order forfeiture and/or judgment.
7. To pay Surety for all expenses including, but not limited to: surrender of Principal, extradition, negotiation and settlement of bond claims, postage, travel (including food and lodging), attorney fees, telephone expenses, investigation or informant fees, source fees, fees associated with protecting collateral, brokerage fees, special assistance, accounting fees, expert fees, collection fees, trial preparation expenses, court costs, penalties, judgments, judgment execution fees, damages, liabilities to third person and liabilities to any party hereto.
8. To pay Surety as collateral upon demand, the penal amount of Bail Bond(s), in lawful United States currency; whenever Surety, as a result of information concealed and/or misrepresented by the First Party, or information obtained by third parties that would lead surety to deem itself insufficiently secured, and it's sole discretion and/or for other reasonable cause, any one of which was material to hazard assumed, deems payment necessary to protect the Surety hereunder; as a result of judicial action, bail has been increased, and no collateral or insufficient collateral, in the sole discretion of Surety, is furnished to indemnify against such bail or increase in the bail, Surety may demand such collateral as will indemnify them against such increased bail.
9. To secure release and/or exoneration of Surety from all liability under Bail Bond(s), including, but not limited to, the immediate surrender of Principal to Court should Surety deem such action advisable and to pay all fees and expenses of Surety if First Party fail to comply with this section within 14 days of notification to do so.
10. That all money or other property which the First Party has deposited or may deposit with the Surety may be applied as collateral security or indemnity for any and all matters contained herein, and to accomplish the purposes contained herein. The Surety is authorized to lawfully levy upon said collateral in the manner provided by the law and to apply the proceeds therefrom and any and all money deposited to payment or reimbursement for the hereinabove liabilities, losses, costs, damages and expenses.
11. The obligations hereunder are joint and several and any amount due shall bear interest at the maximum rate of interest allowed by law. The Surety shall not be first obliged to proceed against the principal before having recourse against the First Party or any one of them. The First Party hereby expressly waives the benefits of any law requiring the Surety to make claim upon or to proceed or enforce its remedies against the Principal before making demand upon or proceeding and/or enforcing its remedies against any one or more of the First Party.
12. In making application for Bail Bond(s), First Party warrants all statements made by him/her/them on this application to be true, and we agree to advise Surety of any change, including but not limited to change of address or employment of either the Principal and/or of any of the First Party, or any other material change in circumstances, within forty-eight (48) hours after knowledge such change shall have occurred, First Party agrees that any failure to so notify shall be reasonable cause for the immediate surrender of the Principal.

13. The undersigned agree that these obligations apply to all other Bail Bonds executed to the same charge and/or same principal for which the above mentioned Bail Bond(s) was executed, or any arising out of the same transaction, regardless of whether said Bail Bonds are filed before or after conviction.
14. That the First Party will have Principal forthcoming before the Court named on said Bond at the time(s) therein fixed, and at such other times as may be ordered by the Court.
15. That the First Party shall at all times indemnify and save the Surety harmless from and against any and all claims, demands, liabilities, cost, charges, counsel fees, office expenses, suits, orders, judgments or adjudications whatsoever which the surety shall or may for any cause sustain or incur, by reason of Surety having executed said Bond or undertaking, and will, upon demand, place the Surety in funds to meet all such claims, demands, liabilities, cost charges, counsel fees, office expenses, suits orders, judgments, or adjudications against it, by reason of it's Suretyship, and before Surety shall be required to pay the same. First Party further waives any and all claims or causes of action they may have against surety or which accrued to First Party by virtue of Surety apprehending, locating or surrendering Principal or attempt thereat.
16. The First Party agree not to make or attempt, any transfer of property, real or personal, in which they may have or may acquire any interest, and they agree that the Surety shall have a lien upon all property of indemnitors for sums due Surety or for which Surety has or may become liable by reason of having executed the Bonds(s) referred herein. In t he even any of the contingencies specified herein occur, First Party consent to a lien and encumbrance being filed against and foreclosure action being filed against and any and all real or personal property which they presently own or may, in the future, acquire an interest in.
17. That the voucher or any other evidence of any payment made by the Surety, by reason or the Suretyship, shall in itself, be conclusive evidence of such payment as to the indemnitors, their estate, and those entitled to share in their estate, and their successors and assigns.
18. That the Surety may withdraw, at any time, from its Suretyship upon the Bond(s) or undertaking herein, without liability to any party. Premiums are fully earned and non-refundable by law.
19. The First Party's liability to Surety is not limited to the Bond referred herein, but shall apply to all other bonds or undertakings issued by Surety at the request of the First Party.
20. That the First Party's obligations and indemnities as contained herein shall not terminate upon exoneration of the bond or undertaking but shall continue until such time that Surety is relieved of and paid for all duties, demands, liabilities, obligations costs and expenses in any way related thereto.
21. That the waiver by Surety of any term or condition herein shall not be deemed a waiver of same or any subsequent breach of any of the same term or condition and that failure of any First Party to comply with the terms and conditions herein shall not act as or be construed as a release or waiver as to the remaining First Party who shall remain liable and bound by all provisions of the Agreement.
22. This Agreement shall be construed and enforced under the laws of this state. In the event any of the provisions of this Agreement are deemed inconsistent with the laws of the State, this Agreement, as to these provisions only, shall be null and void and the remainder shall be enforced with the same effect as though such provisions were omitted.
23. The use of the plural herein shall include the singular. Obligations of the First Party shall be joint and several and the provisions of this Agreement shall be binding upon First Party heirs, successors, representatives and assigns.

Authorization

In witness whereof, the First Party whose names are subscribed to the Bail Agreement executed herewith each represents; I have read the Bail Agreement and I know the contents thereof; that I hereby acknowledge receipt of a copy of said Bail Agreement; that I am the true and lawful owner of this property, whether real or personal, which is set forth in the Application for Bail (which Application is made a part hereof by reference as though herein full set forth) or was given to Surety, is my property and that I own such property free and clear of all liens or encumbrances except as noted, and if there are encumbrances I am not delinquent on any payments and I further promise not to transfer or encumber any of said property until my liability on said Bail Agreement has been released. I understand the Surety is permitting the said bail to remain in force on reliance of the statements made by me/us. I further authorize Agency to run a credit report on Principal and First Party, including spouse at any time until said Bond(s) are exonerated and discharged.

This _____ day of _____, 20____ set my hand.

Defendant _____ <div style="text-align: center;">Signature</div>	_____ <div style="text-align: center;">Print or Type Name</div>
Indemnitor _____ <div style="text-align: center;">Signature</div>	_____ <div style="text-align: center;">Print or Type Name</div>
Indemnitor _____ <div style="text-align: center;">Signature</div>	_____ <div style="text-align: center;">Print or Type Name</div>

STATE OF MICHIGAN

County of _____ }
 } ss. On this _____ day of _____ 20____ before me personally appeared _____ known to me to be the person who executed the instrument within and who acknowledged the same.

 Notary Public

WEST MICHIGAN BAIL BONDS

1695 SERVICE ROAD SUITE 200 GRAND RAPIDS MI 49503

616-458-0122

_____ If Defendant fails to show up for court, you will be charged \$275.00 immediately and payment must be sent to WMBB

_____ If Defendant fails to check in once a week, you will be billed \$25.00 (check in number is 616-458-0050 and has been provided to you)

_____ Return of collateral, vehicle, property, etc., you will be billed \$32.00 for vehicle(s), and \$56.00 for mortgage filing

_____ If Defendant fails to send in paperwork when their court proceedings are complete, you will be billed \$50.00.

_____ If you owe money, it must be received by the due date, by mail, credit card, etc., or a \$25.00 late fee will be assessed. If not paid by the due date, your Credit/Debit card will be charged as agreed upon.

Indemnitor Signature

Defendant Signature

Indemnitor Signature

Indemnitor Signature

Date: _____

WAIVER OF EXTRADITION

ACT NO. 144, P.A. 1937

STATE OF _____ }

COUNTY OF _____ } ss.

The undersigned, _____, arrested in the State of _____, upon a charge of _____, hereby waives the issuance and service of a requisition from the Governor of the State of Michigan and a warrant of the Governor of the State of _____, as provided by law and hereby consents to return to the State of Michigan, wherein he is charged with the commission of the aforesaid crime.

Date: _____

Defendant: _____

Witness: _____

STATE OF MICHIGAN

County of _____ } ss. On this _____ day of _____, _____

before me personally appeared _____ known to me to be the person who executed the instrument within and who acknowledged the same.

Notary Public

In Consideration of the Agency Executing the Bail Bond for _____ (hereinafter called Defendant). The Defendant and _____ (hereinafter called indemnitor), Agree to the following:

1. The Agency does not and cannot make any representation as to the duration of Defendant's release or when the Courts, Law Enforcement or other authorities may arrest Defendant on this or any other charges, whether in the same jurisdiction or elsewhere. THE BAIL BOND PREMIUM IS 10% OF THE BAIL. PREMIUMS ARE NON REFUNDABLE. ADDITIONAL FEES MAY BE ADDED FOR TRAVEL, CREDIT REPORT, FILING FEES, NOTARY FEES, ETC. PREMIUMS ARE DUE ANNUALLY. □

2. The Defendant is in the custody of Agency by Defendants own choice. The Agency may at any time arrest Defendant, Revoke Defendants Bond(s) and surrender Defendant to the Jail or Court. Indemnitor understands and agrees that the Defendant must obtain written approval by Surety/Bonding Agency prior to any travel outside the state of _____ or changing residence from _____ and phone number from _____. Furthermore, Indemnitor and Defendant agree that at all times during the course of this agreement Defendant will remain free of arrest warrant, increase in bail, additional charges, indictment or any illegal activity, including illegal use, consumption or possession of drugs or alcohol. All parties hereto understand and agree that any violation of the aforementioned conditions will be immediate cause for the Defendants apprehension and surrender as incorporated by the Bail Bond Indemnity Agreement.

□ Indemnitor understands that they cannot change collateral, revoke or cancel bond(s) once it is posted, but will inform the Agency if the Defendant violates or is about to violate any bond conditions.

The Defendant is required to check in with Agency by calling 616-458-0050 once a week.

3. If Defendant misses any court appearances Agency may, without waiving any rights herein, reschedule said court appearance for Defendant. For any notice sent by the Court alleging Defendant's failure to appear in Court, there will be a minimum office fee of \$175.00. When agency, in good faith, believes that Defendant has violated any condition herein, all unpaid premiums, collateral, obligations, costs, expenses, fees or other monies to effectuate Defendant's capture and return to jail, shall be accelerated and become immediately due and owing. All monies, including Bail Agent Recovery Fees, Expenses or other costs incurred at any time or place in returning or attempting to return Defendant to any Jail or Court or any other costs whatsoever incurred by way of returning said Defendant to custody shall become immediately due and owing and shall be paid by Indemnitor within 10 days of notice of said debt. The aforementioned includes: personal injuries caused to the Agency's employees, agents or assignees cost of attorneys fees or incurred expenses. There will be a minimum \$175.00 collection fee. Said sums shall be paid by Indemnitor without notice to Defendant. The agency may advance any such amounts without waiving its rights of indemnification against Indemnitor and Defendant.

4. The Indemnitor and Defendant understand that it is the responsibility of Indemnitor or Defendant to provide written evidence from the appropriate Court clearly stating that Defendants Bond(s) and/or obligations have been completed. Indemnitor and Defendant fully understand that Agency cannot and will not release any collateral pledged as security for said Bond(s) until Indemnitor has provided written evidence of Defendants completion of all obligations to Court. Indemnitor and Defendant understand and agree that Agency shall have 30 days to return collateral or other monies following receipt of true and correct copies from Court documents exonerating bail. □

5. If Defendant returns to jail for any reason and Agency is unable to post bond or at the discretion of Agency or in the best interest of Agency or its Surety this Bond and any other pending Bonds will be surrendered and there will be a minimum additional cost of \$175.00 for said surrender and discharge of Bond(s).

6. I/We hereby authorize employers (past and present), banks, finance companies, doctors, hospitals, clinics, utility, telephone and cellular telephone companies including but not limited to Michigan Bell, AT&T, Ameritech, Allnet, Sprint and all other long distance companies, to provide lists of phone calls, when, where and to whom made, merchants, any company or person who has any type of credit/purchase information, the Federal Social Security Administration, the Internal Revenue Service, the State Department of Disability Insurance, the United States Armed Forces, the State Division of Motor Vehicles, all Municipal, County/Parish, State and Federal Law Enforcement Agencies, (Specific Permission is given to release arrest and conviction information, N.C.I.C., C.C.H. and/or pictures, contact, traffic ticket, Driver's License, Department of Motor Vehicles, complaint information), and any other persons or organizations having any information concerning me/our and/or my immediate family members to release such information to and it assigns and/or duly authorized representatives. The undersigned understands that any information obtained will be used for the purpose of securing his or her appearance and/or Court appearance and for the purpose of securing reimbursement for any expenses incurred as a result of undersigned's non appearance and for the purpose of collecting any unpaid premiums and/or fees. The undersigned hereby waives his or her rights with respect to the Privacy Act and authorizes the use of copies of this document by the Agency and its assigns and/or duly authorized representatives.

Indemnitor (please print name under signature)

Defendant (please print name under signature)

Indemnitor (please print name under signature)

Witness (please print name under signature)

STATE OF MICHIGAN }

County of _____ }

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

_____ known to me to be the person who executed the instrument within and who acknowledged the same.

Notary Public

PROMISSORY NOTE FOR BOND

For value received, the undersigned, jointly and severally promise to pay, on Demand, to the order of West Michigan Bail Bonds, Inc., _____ Dollars, \$ _____, Shall be paid in full upon Demand. This note shall be fully due and payable on Demand.

Indemnitor (Please Print Name Under Signature)

Defendant (Please Print Name Under Signature)

Indemnitor (Please Print Name Under Signature)

Witness (Please Print Name Under Signature)

PROMISSORY NOTE FOR PREMIUM

For value received, the undersigned, jointly and severally promise to pay on Demand to the order of West Michigan Bail Bonds, Inc., _____ Dollars. Balance Due \$ _____. Shall be paid in _____ installments with the first payment of _____ due on _____. Payments shall be made on the 15th and 30th of each month. Any payment received more that 7 days late will be assessed a \$10.00 late fee. This note shall be fully due and payable on Demand.

Indemnitor (Please Print Name Under Signature)

Defendant (Please Print Name Under Signature)

Indemnitor (Please Print Name Under Signature)

Witness (Please Print Name Under Signature)

STATE OF MICHIGAN

County of _____

}

}

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

_____ known to me to be the
Person who executed the instrument within and who acknowledged the same.

Notary Public