

BILL'S BAIL BONDS

401 Spruce Street
Morgantown, WV 26505
304-296-5009

P.O. Box 4191
Star City, WV 26504
Fax: 304-291-5141

DATE: _____

BOND AMOUNT: _____

POWER NUMBER: _____

BOND FEE: _____

PLAIN TALK CONTRACT

I understand that in signing this bond for obtaining the release of the defendant,

_____ (defendant's name), I am responsible for the following:

- ❖ I am responsible for the defendant to complete his/her portion of the bond contract and paperwork **immediately** upon release from jail.
- ❖ I am responsible for the defendant appearing in court **each and every time** he/she is so ordered.
- ❖ I am responsible for **any and all** expenses resulting from the defendant's failure to appear in court.
- ❖ If for any reason I wish to remove my name from this paperwork, I agree to pay 10% of the bond as well as any and all expenses.
- ❖ Should it become necessary to apprehend the defendant, I am responsible for all expenses related to the apprehension.
- ❖ I am responsible for the **FULL AMOUNT OF THE BOND** in the event that the bail bond is forfeited and the defendant is not surrendered to the court within 180(one hundred eighty) days.
- ❖ I am responsible for the entire amount of the bond being paid to Bill's Bail Bonds. I further understand that the bond fee do and/or paid is fully earned upon release of the defendant from custody.
- ❖ We are not obligated to return or forgive any portion of the premium should the case be dismissed. We are not liable for any errors, irregularities, or inaccuracies caused or created by court order law enforcement officials.

Defendant

Indemnitor

Bondsperson

Indemnitor

Privacy Disclosure Notice

THIS NOTICE IS FOR YOUR INFORMATION. IT IS PROVIDED ON BEHALF OF SENECA INSURANCE COMPANY AND BILL'S BAIL BONDS. NO RESPONSE IS REQUIRED.

We believe in protecting the confidentiality and security of any Nonpublic Personal Information that we collect about our customers. Nonpublic Personal Information generally means information that is provided by you or is obtained by us in the course of underwriting a bail bond. It does not include information available to the general public. Please read this notice to learn how we will handle Nonpublic Personal Information.

The Nonpublic Information That Seneca Collects

We collect information about you from the following sources (examples under each source are not necessarily a complete list):

- **Application Information**" This is information we receive concerning you on applications or other forms. It may include your name, address, and telephone number, social security number, date of birth, length of employment and gender. It may also include information about your credit from a credit reporting agency.

The Nonpublic Information That We Disclose:

We will not disclose any Nonpublic Personal Information about you to any affiliated or Non-affiliated third parties except as permitted by law. To the extent that we are permitted to disclose all of the Nonpublic Personal Information about to the affiliated or non-affiliated third parties, we may disclose all of the Nonpublic Personal Information described above. For example, Nonpublic Personal Information may be disclosed to others to enable them to provide business services for us, such as performing general administration activities for us, and assisting us in processing a transaction requested by you. Information may also be disclosed for audit research purposes or to law enforcement and regulatory agencies, for example to help prevent fraud.

This notice is in conjunction with the following:

Defendant _____
Bond Amount _____
Case Number _____
Power Number _____

We treat all Nonpublic Personal Information in a confidential manner. Employees are required to protect the confidentiality of Nonpublic Personal Information and may only access Nonpublic Personal Information when there is an appropriate reason to do so.

Former Customers:

Even if you are no longer a customer, our Privacy Policy will continue to apply to you.

The undersigned hereby acknowledges receipt of this Privacy Disclosure Notice.

Defendant Signature

Date: _____

Indemnitor signature

Date: _____

BILL'S BAIL BOND

APPLICATION FOR BAIL

SENECA INSURANCE CO., INC. - BAIL BOND DIVISION

Date of Bond: _____

Agent: _____

Amt. of Bail \$ _____

Premium Chg \$ _____

Bond Power No. _____

Bond Power No. _____

Total Charges \$ _____

Received \$ _____

Balance \$ _____

Defendant's Booking Name _____ True Name _____

Street Address _____ Apt _____ City & State _____ Zipcode _____

Mailing Address _____ Apt _____ City & State _____ Zipcode _____

Home Phone _____ Cell Phone _____ D.O.B. _____ Sex _____ Race _____

Height _____ Weight _____ Hair _____ Eyes _____ Glasses _____ Moustache _____

I.D. Marks _____ Birthplace _____ S.S.# _____ D.L.# _____

Date of Arrest _____ Where Held _____ Charges _____

Case # _____ Booking # _____ Date to Appear _____ Time _____

Court _____ Jud. Dist. _____ Div. or Dept. _____ County _____

Employer _____ Address _____ Phone _____

Occupation _____ Mo. Income _____ Supervisor _____ How Long _____

Vehicle Make _____ Model _____ Year _____ Color _____ License # _____

Real Estate Description _____ Value _____ Mortgage Amount _____

REFERENCES:

Name	Address	Phone No.	Cell Phone	Relationship
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____

IDEMNITOR NAME: _____ Home Phone _____ Cell Phone _____

Address _____ City, State, Zip _____

Social Security # _____ D.L. # _____ D.O.B. _____ Relation to Defendant _____

Employer _____ Address _____ Phone _____

Occupation _____ How Long _____

Spouse _____ Spouse's Employer _____ Address _____

Occupation _____ How Long _____

Vehicle Make _____ Model _____ Year _____ Color _____ License # _____

IDEMNITOR NAME: _____ Home Phone _____ Cell Phone _____

Address _____ City, State, Zip _____

Social Security # _____ D.L. # _____ D.O.B. _____ Relation to Defendant _____

Employer _____ Address _____ Phone _____

Occupation _____ How Long _____

Spouse _____ Spouse's Employer _____ Address _____

Occupation _____ How Long _____

Vehicle Make _____ Model _____ Year _____ Color _____ License # _____

It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company.

In order to receive a return of your collateral from your bail bonding agent you must deliver a copy of the court order resulting in release of the bond by the court to the bail bonding agent or the surety company.

I certify that the above is true and correct. I further understand that this is an application for a type of credit and authorize a review of my credit history via credit reporting agency checks.

Indemnitor's Signature _____ Date _____

Indemnitor's Signature _____ Date _____

Defendant's Signature _____ Date _____

INDEMNITY AGREEMENT FOR SURETY BAIL BOND
SENECA INSURANCE COMPANY, INC.
160 Water Street, 16th Floor, New York, New York 10038

The undersigned, called "First Party," make application to _____
called "Second Party," for execution by SENECA INSURANCE COMPANY, Inc., a corporation called "Surety" of a Bail Undertaking herein referred to as "Bail Bond" in the penal amount of
\$ _____ for _____
called "Principal," and in consideration of Second Party arranging for execution of continuance of this Bail Bond, First Party does jointly and severally agree as follows:

FIRST: To pay Second Party \$ _____ per annum (where applicable) for the Bail Bond. The premium is fully earned upon the release of Principal. The fact that Defendant may have been improperly arrested or his bail reduced or his case dismissed shall not obligate the return of any portion of said premium. This bond is renewable each year if applicable to your State. First Party agrees to pay to Second Party a renewal premium in the amount stated above, twelve months after the date on which this bond was executed. If said renewal premium is not paid upon written demand, Second Party or Surety has the right to surrender Principal and exonerate the bond pursuant to state regulations.

SECOND: To reimburse Second Party and Surety for actual expenses incurred by Second Party or Surety in connection with the arranging and/or execution of Bail Bond or substitution thereof whether or not said Principal refuses to be released after arrangements have been initiated by Second Party, in accordance with the regulations of the Insurance Commissioner in effect at the time such expenses are incurred.

THIRD: To reimburse Second Party and Surety for actual expenses incurred and caused by a breach of any of the terms for which the application and Bail Bond were written not in excess of the penal amount of the Bail Bond, plus any reasonable expenses or liabilities incurred as a result of searching for the recapturing or returning Principal to custody, incurred by Second Party or Surety or as necessary in apprehending or endeavoring to apprehend Principal, including legal fees incurred by Second Party or Surety in making application to a court for an order to vacate or to set aside the order of forfeiture or Judgment entered thereon.

FOURTH: To pay the Second Party or Surety, in the event that it is necessary for them to institute suit for a breach of this agreement, a reasonable attorney's fees.

FIFTH: To pay Second Party or Surety as collateral upon demand, the penal amount of Bail Bond whenever Second Party or Surety, as a result of information concealed or misrepresented by the First Party or Principal or other reasonable cause, any one of which was material to hazard assumed, deems payment necessary to protect the Second Party or Surety hereunder. Where, as a result of judicial action, bail has been increased, and no collateral or insufficient collateral, in the sole discretion of Second Party or Surety, is furnished to indemnify against such increase in the bail, Second Party or Surety may demand such collateral as will indemnify them against such increased bail.

SIXTH: To pay Second Party or Surety immediately upon demand for any default or breach of the terms and conditions included herein.

SEVENTH: To aid Second Party or Surety in securing release or exoneration of Second Party or Surety from all liability under Bail Bond, including the surrender of Principal to Court should Second Party or Surety deem such action advisable.

EIGHTH: That all money or other property which the First Party has deposited or may deposit with the Second Party or the Surety may be applied as collateral security or indemnity for matters contained herein, and to accomplish the purposes contained herein, the Second Party and/or Surety is authorized to lawfully levy upon said collateral in the manner provided by law and to apply the proceeds there from and any and all money deposited to payment or reimbursement for the herein above liabilities, losses, costs, damages and expenses. If collateral received by Second Party is in excess of the bail forfeited, such excess shall be returned to the depositor immediately upon the application of the collateral to the forfeiture, subject to any claim of Second Party and Surety for unpaid Premium or the herein above charges.

NINTH: Second Party or Surety shall not surrender Principal to custody prior to the time specified in the Bail Bond for the appearance of the Principal, or prior to any occasion when the presence of the Principal in Court is lawfully required, without returning all premium paid. Unless, the surrender is a result of judicial action, information concealed or misrepresented by the Principal or other reasonable cause, any one of which was material to the hazard assumed, the hazard was substantially increased by the additional premium, if any, for such increased hazard was not paid within a reasonable time.

TENTH: The obligations hereunder are joint and several and any amounts due shall bear interest at the maximum rate of interest allowed by law. The Second Party and the Surety shall not be first obliged to proceed against the Principal on Bail Bond before having recourse against the First Party or any one of them. Prior to foreclosure, bond collateral, including any cash collateral deposited, Surety will notify second party that the forfeiture has been issued and that it is the intent of the Surety to foreclose against collateral taken.

ELEVENTH: In making application for Bail Bond, each of us warrants all statements made by him or her on this application to be true, and we agree to advise Second Party or Surety of any change, including but not limited to change of address or employment of either the Principal 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, and the first Party agrees that any failure to so notify shall be reasonable cause for the immediate surrender of Principal.

TWELFTH: The undersigned agree that these obligations apply to all other Bail Bonds executed for the same charge for which the above mentioned Bail Bond was executed, or of any charge arising out of the same transaction, regardless of whether said Bail Bonds are filed before or after conviction, but not in a greater amount.

FURTHER, by signing below, I hereby authorized Seneca Insurance Company, its attorney-in-fact or independent contractor to obtain a report of my credit history or other information required in fulfilling the obligations of the contractual agreement which we have entered into.

IN WITNESS WHEREOF, the First Party whose names are subscribed to the Indemnity Agreement executed herewith each represents; I have read the Indemnity Agreement and I know the contents thereof; that I hereby acknowledge receipt of a copy of said Indemnity Agreement; that I am the true and lawful owner of the property, whether real or personal, which if set forth in the Application for Bail (which Application is made a part hereof by reference as though herein fully set forth) is my property and that I own such property free and clear of all liens or encumbrances except as so noted, and I further promise not to transfer or encumber any of said property until my liability on said Indemnity Agreement has been released. I understand the Second Party and/or Surety is permitting the said bail to remain in force upon reliance of the statements made by me and I do hereby

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

Indemnitor's Signature	(Date)	Indemnitor's Signature	(Date)
Indemnitor's Signature	(Date)	Indemnitor's Signature	(Date)