

BAIL BOND AGREEMENT

This bail bond agreement is between _____ (the "Indemnitor(s)"), and _____, (the "Principal") and Liberty Bail Bondsman of Virginia, LLC, a Virginia limited liability company, ("Liberty").

This agreement provides the bail funds required to have the Principal released from incarceration. Therefore the parties agree as follows:

1. Definitions. Terms defined in the preamble have their assigned meanings, and the following terms have the meanings assigned to them.

- a. "Breach" means a violation of this agreement which gives Liberty the right to locate, apprehend, arrest and seek the surrender of the Principal and forfeiture of the premium paid by the Principal and the Indemnitor(s).
- b. "Dominion" means custody and control.
- c. "Forfeiture of The Bonds" means a court order forfeiting the Principal's bond.
- d. "Indemnitor" means the one who promises to reimburse Liberty Bail Bonds of Virginia, LLC, on behalf of the Principal.
- e. "Liberty" means its agents, servants, employees and independent contractors.
- f. "Principal" means the one who has the primary responsibility for this obligation.
- g. "Show Cause Order" means an order by the court to appear for the purpose of forfeiting the bond.
- h. "Surety" means Liberty Bail Bonds of Virginia, LLC.
- i. "Suretyship" means the relationship between the Surety, Principal and the court.

2. Declarations.

- a. Liberty has Dominion over the principal as a continuance of the original imprisonment.
- b. Liberty may imprison, pursue to another state, arrest on religious days of observance, and break and enter the home of the Principal to affect an arrest.
- c. Any false statement made in this application with the intent to influence Liberty and/or Surety to procure bail, if the value of the bail is \$200.00 or more, is a violation of Va Code §18.2-186(B) and may be punishable as a felony, or if the value is less than \$200.00, may be punishable as a class 1 misdemeanor.
- d. Liberty and its independent contractor(s), hereby acquire a lien upon all property, real and personal, for any sums due Liberty or for which it has become liable by reason of having executed the bond referred to herein.
- e. Liberty and its independent contractor(s), may withdraw from its Suretyship as provided by Va Code 19.2-149.

3. Obligations of the Principal and Indemnitor(s)

- f. The Principal shall pay Liberty a premium of 15% of the bond amount annually.
- g. The Principal is jointly and severally liable to pay Liberty all costs associated with the Forfeiture of The Bonds including reasonable attorney fees.
- h. The Indemnitor(s) shall pay Liberty a premium of \$_____ annually.
- i. The Indemnitor(s) is jointly and severally liable to pay Liberty \$_____ upon the Forfeiture of The Bonds. Indemnitor(s) shall pay Liberty an administrative fee in the sum of 25% of the bond amount within five (5) days of the court appearance if the Principal fails to appear and the court with proper jurisdiction issues a Show Cause Order to Liberty.
- j. Indemnitor(s) shall not, as long as there is any liability to Liberty under this agreement, transfer, attempt to transfer, or cause to be transferred any real and personal property, given as security or acquired after the date of this agreement.
- k. Failure of the Principal and the Indemnitor(s) to advise Liberty, in a timely manner, of any change in the information provided herein constitutes cause for the immediate surrender of the Principal and may, at the discretion of Liberty, obligate the Principal and the Indemnitor(s) to pay the fees, expenses and charges set forth herein.



Liberty Bail Bondsman of Virginia, LLC
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CONTINUATION

4. **Breach.** The following constitutes a material breach of this agreement by the Principal and the Indemnitor(s):
- a. The Principal:
 - i. departs the jurisdiction of the court without the written consent of the court and Liberty.
 - ii. moves from the address provided herein without notifying Liberty ten days before the move to the new address.
 - iv. commits any act to violate the conditions or terms of any court order (including recognizance orders), magistrate instructions, or this agreement.
 - v. is arrested, incarcerated or given a summons for any offense.
 - any material false statement in this agreement and its associated application.
 - b. The Principal of the indemnitor(s):
 - i. fails to pay monies due on the premium as agreed, or fails to pay any fee, expense, charge or monetary obligation imposed by the terms of this agreement.
 - ii. violate any obligation or provision of this agreement.

5. **Damages.** The Principal or the Indemnitor(s) shall pay all fees and expenses in accordance with the Administrative Fee Schedule (see reverse).

6. I hereby waive all rights that I have under Title 28 Privacy Act, Freedom of Information Act, Title 9 Fair Credit Reporting Act, and any such local or state law. I authorize Liberty to access any private or public information/records concerning me from any party or agency, private or governmental (local, state, federal). I authorize any party, private or governmental (local, state, federal) contacted by Liberty, the right to furnish any private or public information in their possession concerning me to Liberty. I have been read my rights under the Uniform Criminal Extradition Act, or equivalent state law. I understand these rights and freely and knowingly waive these rights and agree to be taken directly to the Commonwealth of Virginia by Liberty.

7. If I violate bail and leave the Commonwealth of Virginia, I understand I will be pursued and apprehended by the bondsman of their 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 my right and will return to the Commonwealth of Virginia freely and voluntarily.

(THE PREMIUM PAID ON THIS BOND IS NOT REFUNDABLE)

Signed, sealed and delivered this _____ day of _____ 20_____.

Indemnitor #1

Signature of Principal

Indemnitor # 2

Witness of Liberty, DCJS#