

BOOKER BAIL BONDS BAIL BOND AGREEMENT

This bail bond agreement is between _____, (the "Co-Signer"), and _____, (the "Defendant") and Booker Bailbonds, a Virginia limited liability company, ("Booker").

BOND INFORMATION

Bond Amount: _____ Underlying Offense: _____
Court: _____ Date of Arrest: _____
Bond Premium (Fee): _____ Bond Premium Paid: _____
Unpaid Bond Premium: _____ Unpaid Bond Premium Due by: _____

DEFENDANT'S INFORMATION

Full name of Defendant: _____ SSN: _____
Home Address: _____ City/State/Zip: _____
Date of Birth: _____ Height: _____ Weight: _____
Hair Color: _____ Eye Color: _____ Race/Nationality: _____ Gender: _____
Employer: _____ Job Position/Title: _____
Employment Address: _____ City/State/Zip: _____
Vehicle: _____ Make: _____ Color: _____
Financial Institution (Banks): _____
CELL: _____

CO-SIGNER'S INFORMATION

Full name of Co-Signer: _____ SSN: _____
Relationship to Defendant: _____ Driver's License #: _____
Home Address: _____ City/State/Zip: _____
Date of Birth: _____ License Plate: _____
Employer: _____ Job Position/Title: _____
Employment Address: _____ City/State/Zip: _____
Vehicle: _____ Make: _____ Color: _____
Financial Institution (Banks): _____
CELL: _____

PERSONAL REFERENCES

Name: _____	Name: _____
Address: _____	Address: _____
City/State/Zip code: _____	City/State/Zip code: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
Relationship: _____	Relationship: _____
CELL: _____	CELL: _____

AGREEMENT

This agreement obligates Booker Bail bonds to provide the bail funds required to have the Defendant released from incarceration. The parties agree as follows:

- Definitions.** Terms defined in the preamble have their assigned meanings, and the following terms have the meanings assigned to them.
 - "**Breach**" means a material violation of this agreement giving Booker the right to locate, apprehend, arrest and seek the surrender of the Defendant and the full amount of the bond by the Defendant or the Co-Signer.
 - "**Forfeiture**" means the declaration by any judge of a circuit or general district court through a proper order, as a result of the Defendant failing to appear and surrender himself to the conditions of his bond.
 - "**Dominion**" means custody and control.
 - "**Booker**" means Booker Bailbonds, its officers, agents, employees and independent contractors.
 - "**Show Cause Order**" means an order by the court to appear for the purpose of forfeiting the bond. RECOG/ PAGE # _____

BOOKER BAIL BONDS

(f) "Surety" means Booker, its agents, officers, employees, and independent contractors.

(g) "Suretyship" means the relationship created by this Agreement in which the Defendant pays the amount of the Premium in exchange for Booker's assuming the entire amount of the bond owed to the court if the Defendant fails to appear or skips bail.

2. **Declarations.**

(a) Booker has Dominion over the Defendant as a continuance of the original imprisonment.

(b) Booker may imprison, pursue to another state, arrest on religious days of observance, and break and enter the home of the Defendant to effect an arrest.

(c) Any false statement made in this application with the intent to influence Booker to procure bail, if the value of the bail is \$200.00 or more, is a violation of §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) Booker and its agents may hereby acquire a lien upon all property, real and personal, for any sums due Booker or for which it has become liable by reason of having executed the bond referred to herein.

(e) Booker and its agents may withdraw from its Suretyship as provided by Va Code §19.2-149.

3. **Obligations of the Defendant and Co-Signer.**

(a) Defendant shall pay Booker a premium (fee) of \$ _____, which is ten percent (10%) of the bond amount.

(b) Defendant is jointly and severally obligated to pay Booker \$ _____ upon the Forfeiture of the Bonds.

(c) Co-Signer shall pay Booker a premium of \$ _____.

(d) Co-Signer is jointly and severally obligated to pay Booker \$ _____ upon the Forfeiture of the Bonds.

(e) Co-Signer shall pay Booker an administrative fee in the sum of 25% of the bond amount within five (5) days of the court appearance if the Individual Bonded fails to appear and the court with proper jurisdiction issues a Show Cause Order to Booker.

(f) Co-Signer or Defendant shall not, as long as there is any liability to Booker under this agreement, transfer, attempt to transfer, or cause to be transferred any real and personal property, given as security after the date of this agreement.

(g) Failure of the Defendant and the Co-Signer to advise Booker, in a timely manner, of any change in the information provided herein constitutes cause for the immediate surrender of the Defendant and Booker may, at its discretion, obligate the Defendant and the Co-Signer to pay the fees, expenses and charges set forth herein.

4. **Breach.** The following constitutes a breach of this agreement by the Defendant and the Co-Signer(s):

(a) If the Defendant:

i. Departs the jurisdiction of the court without the written consent of the court and Booker.

ii. Moves from the address provided herein without notifying Booker ten (10) days before the move of the new address.

iii. Commits any act to violate the terms of, any court order, magistrate instruction, or this agreement.

iv. Is arrested and incarcerated or given a summons for any offense after the execution of this agreement.

v. Makes any material false statement in this agreement and its associated application.

(b) If the Defendant or the Co-Signer:

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.** If the Defendant does not appear in Court for any hearing or trial related to the underlying arrest or charge stated above, the Defendant and the Co-Signer shall be jointly and severally liable for:

(a) the entire amount of the bond; AND

(b) and all expenses (travel fees, bounty hunting fees, attorney fees, court costs, etc.) that are incurred in the process and re-arrest of the Defendant.

6. **I hereby authorize** Booker access to 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 Booker, the right to furnish any private or public information in their possession concerning me to Booker. I understand my rights under the Criminal Extradition Act or equivalent state law and freely and knowingly waive these rights and agree to be taken directly to Virginia by Booker.

7. **If I violate bail** and leave the Commonwealth of Virginia, I understand I will be pursued and apprehended by Booker or 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 Virginia freely and voluntarily.

(THE PREMIUM/FEE PAID ON THIS BOND IS NOT REFUNDABLE)

Signed and executed this _____ day of _____, 20_____.

Name of Co-Signer (Print)

Name of Defendant (Print)

Signature Co-Signer

Signature of Defendant