

CONDITIONS OF RELEASE

SECTION ONE: PARTIES

(a) **PARTIES:** This Agreement, dated on _____, 200____. has been freely and voluntarily entered into by the parties _____ (hereinafter Agent) and _____ (hereinafter "Defendant" or "I" or if signed by Indemnitors then "We").

SECTION TWO: CONDITIONS OF RELEASE

(A) **CONDITIONS OF RELEASE:**

(1) **PEDIGREE INFORMATION:**

(a) **ADDRESS:** The defendant shall notify _____ and the court in which his/her case is heard of any change of address. If the defendant or the indemnitor do not advise _____ of a change in the defendant's address then _____ reserves the right to apply to the court with which the bond was posted to have the bail bond posted for the defendant revoked and/or request a warrant for the defendant's arrest.

(b) **TELEPHONE NUMBER:** The defendant must notify _____ of any change of phone number. If the defendant or the indemnitor do not advise _____ of the defendant's telephone number or a change in the defendant's telephone number then _____ reserves the right to apply to the court with which the bond was posted to have the bail bond posted for the defendant revoked and/or request a warrant for the defendant's arrest.

(2) **ATTORNEY:** The defendant or indemnitors shall notify _____ if the defendant retains an attorney. If the defendant or the indemnitor do not advise _____ of the name of the defendant's attorney (where applicable) or a change in legal counsel then _____ reserves the right to apply to the court with which the bond was posted to have the bail bond posted for the defendant revoked and/or request a warrant for the defendant's arrest.

(3) **CHECK IN:** Immediately upon release, each defendant is required to check in to _____ in person for a second interview with a member of the defendant monitoring department. If the defendant or the indemnitor do not appear in the office of _____ for a second interview then _____ reserves the right to apply to the court with which the bond was posted to have the bail bond posted for the defendant revoked and/or request a warrant for the defendant's arrest.

(a) **OFFICE VISIT:** Each defendant shall physically visit the office from which his bond was written at least ___ times per month until his or her case is complete. If the defendant does not check-in with _____ in accordance with this agreement, then _____ reserves the right to apply to the court with which the bond was posted to have the bail bond posted for the defendant revoked and/or request a warrant for the defendant's arrest. _____ also reserves the right to increase the number of office visits required by any given defendant.

(b) **TELEPHONE CHECK-IN:** Each defendant is required to check-in with _____ by phone at least ___ times per month until his or her court case is complete. The defendant shall use the following telephone number to contact _____: **1-732-442-8500**. If the defendant does not check-in with _____ in accordance with this agreement, then _____ reserves the right to apply to the court with which the bond was posted to have the bail bond posted for the defendant revoked and/or request a warrant for the defendant's arrest. _____ also reserves the right to increase the number of telephone calls required by any given defendant.

(4) **MONITORING:** The defendant understands that he is subject to random visits, either at home or work, by a member of the _____ defendant monitoring department. If the information provided to _____ is incorrect, inaccurate or otherwise false, then _____ reserves the right to apply to the court with which the bond was posted to have the bail bond posted for the defendant revoked and/or request a warrant for the defendant's arrest.

(5) **COURT APPEARANCES:** The defendant is required to advise _____ of all new or rescheduled court appearances. We understand that if the defendant does not appear in Court when required to do so that a bench warrant may be issued for his/her arrest. In addition, we understand that the Court may also forfeit the bond posted herein. We further understand that the Court may impose monetary penalties to _____ for the defendant's failure to appear in Court.

(6) **REARREST OR INCARCERATION OF DEFENDANT:** Indemnitors shall notify _____ if the defendant is incarcerated in any correctional facility at any time. Should the defendant be incarcerated on the instant offense or a new charge then _____ reserves the right to apply to the court with which the bond was posted to have the bail bond posted for the defendant revoked and/or request a warrant for the defendant's arrest.

(7) **COURT IMPOSED CONDITIONS:** We understand that these conditions do not supersede any terms and conditions that may be imposed upon the defendant by the Court. We also understand that these conditions supplement the conditions of the Court. We further understand that a violation of any Court imposed conditions of release may serve as the basis for an application by _____ to revoke the bail bond posted herein and request that the bail bond be discharged.

SECTION THREE: INTERPRETATION

(A) **BINDING AGREEMENT:** This document is the entire agreement between the parties and neither the Depositor nor the Agent has made any promise or guarantee to the other which is not contained in this contract. The agreement can be changed only in writing signed by both the Depositor and the Agent. This contract binds all parties who sign it and all who succeed to their rights and responsibilities.

(B) **LAW:** The laws of the State of New Jersey shall govern the interpretation of this agreement.

(C) **INVALID PROVISION:** In the even that any section, subsection, or provision of this Agreement is declared by statute or a court of competent jurisdiction to be illegal or void, such subsection shall be deemed severed from the Agreement, and all other sections, subsections, terms, conditions, and provisions shall remain in full force and effect.

(D) **COLLATERAL AGREEMENT:** This document is to be read and interpreted in accordance with the Collateral Agreement and Affidavit of Ownership executed in conjunction with document.

SECTION FOUR: SIGNATURES:

(A) **DEFENDANT'S SIGNATURE:** By signing below, I acknowledge that I have received a copy of these "Conditions of Release" and that I understand the terms herein. I further acknowledge that I knowingly, willingly and voluntarily have signed this document.

(B) **INDEMNITOR'S SIGNATURE:** By signing below, I acknowledge that I have received a copy of these "Conditions of Release" and that I understand the terms herein. I further acknowledge that I knowingly, willingly and voluntarily have signed this document.

IN WITNESS WHEREOF, the parties by duly authorized representative hereto have set their hands to this Agreement.

Defendant

Indemnitor

AGENT for _____

Sworn to and subscribed to before me on this
____ day of _____ 200____
