

PASSPORT SIZE PHOTO

**ALIEN: #:** \_\_\_\_\_

**ALIEN APPLICATION AND AGREEMENT**

You, the undersigned alien ("Alien" or "you"), hereby apply to LEXINGTON NATIONAL INSURANCE CORPORATION, its agents, sureties, successors, and assigns ("Company"), for Company to execute or cause to be executed an immigration bond ("Bond"), on your behalf in favor of the Department of Homeland Security of the United States of America ("DHS") in the amount of \$ \_\_\_\_\_.

1. Last Name	First Name	Middle Name
2. Other names Used or Aliases (if married woman, give Maiden name)		
3. Date of Birth	Gender <input type="checkbox"/> Female <input type="checkbox"/> Male	Height _____ Weight _____ Scars/Tattoos _____
4. Current Address (Street address including city and zip code)		
5. Previous Address in the United States (Street address including city and zip code)		
6. Home Phone	Mobile Phone	
7. Email Address		
8. Driver's License No. and State	Social Security Number	
9. Current Occupation	Employer's Name	
10. Work Phone	Supervisor's Name	
11. Marital Status <input type="checkbox"/> Single (never married) <input type="checkbox"/> Divorced <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Separated	Name of Spouse (Maiden name or family) First Name _____ Middle Name _____ Last Name _____	
12. Address of Spouse (if different from your own)		
13. Spouse Home Phone	Mobile Phone	Work Phone
14. Spouse's Occupation	Spouse's Employer's Name	

15. List Names, Relationship to you, Addresses and Phone Numbers of References or Family not living with you:		
Name	Relationship	Phone Number
Address:		
Name	Relationship	Phone Number
Address:		
Name	Relationship	Phone Number
Address:		
Name	Relationship	Phone Number
Address:		
Name	Relationship	Phone Number
Address:		

### TERMS AND CONDITIONS

This Alien Application and Agreement ("Agreement") is entered between you and Company, through Company's duly appointed independent Bond Producer noted at the end of this Agreement ("Producer").

- (1) The premium is fully earned upon your release from custody. The premium is not refundable except as required by law.
- (2) You shall appear as required by DHS, Immigration and Customs Enforcement ("ICE") and/or the court at the date and time so required, and from day to day and term to term thereafter, as may be ordered by the DHS, ICE and/or the court.
- (3) The Company, as surety, shall have control and jurisdiction over you during the term for which the Bond is in effect and shall have the right to apprehend, arrest and surrender you to the proper officials at any time as provided by law. You irrevocably grant to Surety and its designees the right to enter your residence, or any other property that you own or occupy, without notice, at any time, for the purpose of locating, arresting, and returning you to custody and, subject to applicable law, you waive any and all causes of action in connection therewith including, without limitation, torts of trespass and false imprisonment. In the event your surrender is made prior to any breach of the Bond or this Agreement and for a reason other than as stated in paragraph 4, then a refund of the bond premium may be required by applicable law.
- (4) Unless otherwise provided by applicable law (if any), the following events shall constitute a breach of the Agreement and the Company shall have the right, but not obligation, to immediately apprehend, arrest and surrender you, and no person shall have any right to any refund of premium whatsoever: (a) Alien departs the jurisdiction of the court without the prior written consent of the court and the Company; (b) Alien moves from his current address without prior written notice to the Company, (c) Alien commits any act that constitutes reasonable evidence of an intention to cause a breach of the Bond; (d) Alien is arrested and incarcerated for any other offense (other than a minor traffic violation); (e) Alien or Indemnitor make any materially false statement in this Agreement; (f) Alien's bond amount is increased; (g) any Indemnitor requests that Alien be surrendered; or, (h) there is a material increase in the risk assumed by the Company (as determined by the Company in its sole and absolute discretion) including, by way of example but not limitation, any collateral or security given for the Bond depreciates in value or becomes impaired.
- (5) The obligations of the Alien incurred in this Agreement shall continue until such time as the Company has received formal written notice from DHS that the Bond has been cancelled. The Alien accepts sole responsibility and obligation to provide the Company with evidence of the Bond cancellation by providing Company with DHS Form 1-391 (Notice – Immigration Bond Canceled). Upon receiving Notice - Immigration Bond Canceled from DHS, and all other conditions of this Agreement having been complied with, the Company will return any collateral that remains following deduction by the Company of all monies due and owing to the Company under this Agreement.
- (6) In the event that DHS declares the Bond breached and/or provides Company with DHS Form 1- 323, Notice - Immigration Bond Breached, all amounts remaining due under this Agreement shall be accelerated and shall be immediately due and payable from you to the Company.
- (7) Company has no obligation or duty to agree to any substitution of the original property pledged as collateral under this Agreement. The Company shall not be required to subordinate its Deed of Trust or Mortgage to any other lien that you or any Indemnitor seeks to place upon any real property pledged as collateral under this Agreement. In the event that the Company consents, in its sole and absolute discretion, to accept property in substitution of the property originally pledged as collateral, or to subordinate its Deed of Trust or Mortgage, then you agree to pay all expenses, including attorneys' fees incurred by Company to prepare and process the substitution or subordination. Consent to one such transaction shall not be a waiver of the right to refuse consent to any later transactions. In the event Alien or an Indemnitor who has executed a Deed of Trust or Mortgage concurrently herewith, conveys or attempts to convey his interest in property pledged as collateral under this Agreement, or any part thereof or any interest therein, without the prior written consent of the Company, or in the event Alien or Indemnitor shall be divested of title or any interest therein in any manner, whether voluntary or involuntary, the Company may, at its option, declare all sums due and owing under this Agreement immediately due and payable. In order to be relieved of liability under the Bond, the Company may, in their sole and absolute discretion, cancel the Bond by: (a) depositing with DHS cash collateral funds of the Alien; (b) purchasing United States Treasury Bonds and depositing them with DHS; or (c) filing a substitute bond from another Company. Furthermore, the Company may withdraw from its suretyship upon the Bond at any time that it may see fit, as provided by law.

(8) You agree to indemnify and save harmless the Company from and against any and all claims, judgments, damages, liability, costs, unpaid premiums, interest, attorneys' fees, travel expenses, and other expenses of whatever kind or nature which the Company shall or may at any time sustain, incur, or become liable for, by any reason of or on account of the Company having executed or caused to be executed the Bond. You shall indemnify and pay to the Company an amount equal to the face amount of the Bond immediately upon a determination that the Bond has been breached, irrespective of whether the Company has paid DHS the breach penalty. In the event this Agreement is breached, the undersigned agree to reimburse the Company for any loss, cost, or expense incurred in apprehending and surrendering Alien, including recovery agent fees, skip tracing fees, and transportation costs. The failure to indemnify the Company upon demand shall constitute a default by the Alien of this Agreement, and the Company may pursue any and all rights to collateral, and/or any other remedy afforded by law. All indemnity obligations shall bear interest at the lesser of (a) 15% per annum or (b) the highest rate permitted by law, and such interest shall begin to accrue on the date Company or Producer pays any claim, judgment, damages or other expense. If the Company shall procure any other company or companies to execute or join with it in executing or to reinsure the Bond, this Agreement shall inure to the benefit of and be enforceable by such other company or companies. The Company shall have the exclusive right for itself to decide and determine whether any claim, demand, suit, action, order, judgment or adjudication made or brought against the Company on the Bond shall be defended, tried or appealed, and its decision shall be final, conclusive and binding upon the undersigned. Should Company authorize undersigned to appeal a bond breach, and should the undersigned refuse or fail to appeal the Bond breach, then the Company may, at its option, appeal the Bond breach and be entitled to indemnity and payment of any and all costs administrative expenses, travel expenses, and the reasonable hourly rates of the Company employees who prepared the appeal. Nothing contained in this paragraph shall create any obligation on the part of the Company to file any appeal to any Bond breach. You further agree to reimburse Company and Producer for the following expenses related to Bond Collateral: title work, title insurance, property reports, appraisals, recording fees and taxes, notary fees, and other similar costs. In the event Company or Producer suffers any damages, costs, or other expenses related to the Bond for the voucher or any other evidence of any payment made by the Company, by reason of such suretyship, shall be conclusive evidence of such payment against you and your estate both as to the propriety thereof and as to the extent of the liability thereof to the Company.

(9) You hereby waive any notice from the Company of any demand, breach, or other matter received by or coming to the attention of the Company effecting the rights or liabilities of the undersigned to the Company under this Agreement. You acknowledge and agree that you are solely responsible for monitoring the status of your case.

(10) You agree that Company may attach a location tracking device on any vehicle owned or driven by you, at any time, without notice, and monitor the location of the vehicle through any available technology. You further agree that Company may use location technologies to locate your wireless device at any time during the period of the Bond and any applicable remission period, and the Bond is conditioned upon a full compliance with the following terms and conditions: (a) Company, at its discretion, will use network-based location technologies to find the undersigned; (b) this is the only notice you will receive for the collection of location information; (c) Company will retain location data only while the Bond is in force and during any applicable remission period; (d) Company will disclose location information only to the courts as required by court order; (e) Company and its licensed producers, designees and representatives will be the only persons with access to location information; (f) YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE DURING THE BOND PERIOD; and (g) all questions relating to location capability should be directed to Company.

(11) You agree to advise the Company of any changes in information provided above (including changes of phone number or address) within 48 hours after the change has occurred. You further agree that the failure to notify the Company shall constitute a default of this Agreement. Additionally, you are responsible for ensuring that DHS and the Court are also notified of any change of address or other pertinent information.

(12) The Surety shall have the right to transfer and/or assign, in whole or in part, its rights and obligations in this Agreement, and/or in the Bond to the Producer or any other person or entity ("Assignee") without notice to or consent from you. Subject to any limitations imposed upon Assignee by the Surety, Assignee shall have the right to enforce in any action, proceeding or otherwise any of the Surety's rights herein or arising out of any of the transactions contemplated hereby, and you shall not, and expressly waive any right to, assert the claim or defense that Assignee does not have the right to enforce such rights in any such action, proceeding or otherwise.

(13) Miscellaneous:

- a. No verbal modification will be recognized by any party hereto and this Agreement cannot be modified by any subsequent practice or course of dealing by the parties inconsistent herewith. If the Company fails to take advantage of the breach, if any, by you of the terms, conditions, or covenants herein contained, such failure shall not be deemed to constitute or be construed as a waiver of any rights on the part of the Company to thereafter enforce any of said terms, conditions or covenants. This Agreement supersedes all oral statements and representations, and contains the entire agreement among the parties with respect to the subject matter hereof and the transactions contemplated hereby. The undersigned has not relied upon any oral statements of the Company, Producer, or any of their agents or employees in entering into this Agreement.
- b. The invalidity or unenforceability of any provision hereof (or portion thereof) shall in no way affect the validity or enforceability of any other provision (or portion thereof), and this Agreement shall be construed as if such invalid provision (or portion thereof) was not a part hereof.
- c. This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto and their respective heirs, guardians, personal and legal representatives, successors and permitted assigns
- d. In connection with the Bond, including but not limited to, verifying information provided, locating the Alien, and/or obtaining information for reimbursement pursuant to the indemnity obligation herein contained, the undersigned, waives any and all rights he or she may have under Title 28 Privacy Act – Freedom of Information Act, Title 6, Fair Credit Reporting Act, and any such local or state law, and the undersigned further consent to and authorize the Company, to obtain any and all private or public information and/or records concerning the undersigned from any party or agency, private or governmental (local, state, federal), including but not limited to DHS and ICE, contacted by the Company, to furnish any and all private and public information and records in their possession concerning the undersigned to the Company and, directs that a copy of this document shall serve as evidence of said authorization.
- e. If the collateral for the obligations of the undersigned under this Agreement includes a Deed of Trust, Mortgage, or other security interest in real or personal property, the existence of such collateral shall not preclude the Company from prosecuting independent, separate, or successive actions at law to recover any sums owed for any purpose under this Agreement, and the Company shall not be required to exhaust its interests in such security prior to initiating said action. The filing or prosecution of such actions shall not prejudice any rights the Company may have to or in such security.
- f. Alien irrevocably submits to the jurisdiction of any State or Federal Court sitting in the State of \_\_\_\_\_ for the County of \_\_\_\_\_. Alien irrevocably waives, to the fullest extent permitted by law, any objection that Alien may now or hereafter have to the laying of venue of any such suit brought in any such court and any claim that any such suit is brought in an inconvenient forum. The prevailing party in any lawsuit between Company (or its Assignee) and Alien shall be entitled to legal fees, expenses, and court costs from the non-prevailing party

You represent that the declarations made and answers given above are the truth without reservation and are made for the purpose of inducing the Company to become surety on the Bond, with the intent and purpose that the declarations and answers made above would be fully relied on by the Company.

**ALABAMA RESIDENTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**ARKANSAS RESIDENTS:** Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**DISTRICT OF COLUMBIA:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**FLORIDA RESIDENTS:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**LOUISIANA, RHODE ISLAND & WEST VIRGINIA RESIDENTS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**MAINE, TENNESSEE, VIRGINIA & WASHINGTON RESIDENTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**MARYLAND RESIDENTS:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NEW JERSEY RESIDENTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NEW MEXICO RESIDENTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**NEW YORK RESIDENTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**OHIO RESIDENTS:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**OKLAHOMA RESIDENTS:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**OREGON RESIDENTS:** Any person who, with the intent to knowingly defraud any insurance company, includes any misstatements, misrepresentations, omissions or concealments in an application, may be guilty of insurance fraud and may be subject to prosecution for insurance fraud.

**PENNSYLVANIA RESIDENTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

IN WITNESS WHEREOF, the Indemnitor(s) have signed under seal and accepted the terms of this Agreement and ALIEN ACKNOWLEDGES HAVING RECEIVED A COMPLETE COPY OF THIS AGREEMENT. Alien declares under the penalty of perjury that the foregoing is true and correct this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

X \_\_\_\_\_  
Witness

X \_\_\_\_\_ (SEAL)  
Alien Signature

LEXINGTON NATIONAL INSURANCE CORPORATION P.O. BOX 6098 LUTHERVILLE, MARYLAND 21094 PHONE: 888-888-2245	BOND PRODUCER: [stamp must include name, address, phone no. and license no.]
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