

Robinson Bonding Co
3842 Leeds Ave.
North Charleston, SC 29405
843-747-8888

ELECTRONIC MONITORING LEASE AGREEMENT

I, _____ hereby lease the following electronic monitoring equipment from Robinson Bonding Co. GPS monitor serial number _____ and charger.

I fully understand that this equipment must promptly be returned to Robinson Bonding Co., 3842 Leeds Ave. North Charleston, SC upon demand at any location specified by the bondsman or the GPS monitoring company. Failure to return this rental property when requested will result in criminal charges under South Carolina code of laws 16-13-0420(A). This law states that it is illegal not to return rented objects or to obtain rented objects under false pretenses, and the leasee could face fines and/or imprisonment.

I fully understand that if any of the rented equipment is damaged, I am fully responsible for all repair and/or replacement costs. Failure to promptly remit payment for damages will result in criminal charges for damage to personal property under South Carolina code of laws 16-11-0510(B) (3). The fee for any damage to the monitor or any of the monitor's components (including the strap) is \$300.00. The fee for any damage to the charger is \$50.00.

I understand that by signing this agreement, I must pay \$_____ monthly, and this fee must always be paid in advance.

I understand that failure to make such payment will result in the immediate demand for return of the rental equipment under this lease agreement. Should the electronic monitoring device be removed for non-payment, the bail bondsman, the solicitor, local law enforcement, and the appropriate court will be notified that the defendant is in violation of his or her bond and may be returned to jail as a result.

I agree to pay the required set up (hook up) fee of \$100.00 plus the first month of monitoring costs at the time of execution of this rental agreement. I further agree (through any fault of my own or the defendants), if an agent must come to my location to service, repair, or replace the electronic monitoring equipment, I will be responsible for paying the agent a \$60.00 service fee at the time of service.

Non-payment is a violation

I fully understand that I, the Lease, or the Defendant must be available at all times by telephone should an issue arise. If we cannot make contact with the Defendant, the Bail Bondsman, the Solicitor and the appropriate court will be notified. I further understand that should, I, the Lease, or Defendant change his/her phone number I am responsible for notifying immediately!

Leasee Information

Leasee Name

Leasee Address

Leasee SSN

Leasee DOB

ID/DL Number & State

Leasee Home / Cell Number

Leasee Work Number

Leasee Signature

Date

Defendant Information

Defendant Name

Defendant Address

Def. SSN

Def. DOB

ID/DL Number & State

Defendant Home / Cell Number

Defendant Work Number

Defendant Signature

Date

References

UNITED STATES FIRE INSURANCE COMPANY
11490 Westheimer Rd., Suite 300 • Houston, TX 77077
P.O. Box 2807 • Houston, Texas 77252-2807
(713) 954-8100 • (713) 954-8389 FAX
Email: CourtNotices@cfins.com

BAIL PRODUCER (stamp must include name, address, phone no., Email and license no.)

ELECTRONIC MONITORING ADDENDUM TO BAIL BOND APPLICATION AND AGREEMENT - DEFENDANT

This Electronic Monitoring Addendum ("Addendum") is attached to and forms part of the Bail Bond Application and Agreement signed, sealed and delivered by you as Defendant ("Agreement") and is incorporated into the Agreement by this reference. Any terms used in this Addendum without definition and defined in the Agreement shall have the meanings assigned to these terms by the Agreement.

In consideration of Surety's issuing or causing to be issued the Bond, you agree that Surety and its producers, agents, designees or representatives (collectively, "Representatives"), in their sole and absolute discretion, may require you, for any reason or no reason, to wear an electronic monitoring device ("EM Device") in accordance with applicable law (if any). If Surety or its Representatives require you to wear an EM Device, you understand that you shall be monitored continuously by a tamper-proof, non-removable transmitter that is to be worn without interruption during the entire period of electronic monitoring.

Upon notice by Surety and/or its Representatives that you must wear an EM Device, you shall follow all instructions provided by Surety and/or its Representatives in order to establish the electronic monitoring and install the EM Device including, without limitation, your immediately making your person and premises physically available to any third party electronic monitoring vendor ("EM Vendor") designated by Surety and/or its Representatives.

You shall not remove, disconnect, destroy or tamper with the EM Device in any way, and you agree that the EM Device may be inspected at any time and at any place by the EM Vendor, Surety and/or its Representatives. You shall be responsible for the cost of any damaged equipment and shall indemnify and hold Surety and its Representatives harmless for any and all damages as a result of wearing or tampering with the EM Device.

You shall comply with all terms and conditions imposed upon you by the EM Vendor and/or any other party relating to the electronic monitoring. You acknowledge and agree that you are solely responsible for all fees, costs and expenses relating to the electronic monitoring including, without limitation, any installation, maintenance and monitoring fees charged by the EM Vendor and/or any other party relating to the electronic monitoring ("Fees"). Below is a schedule of Fees, and you shall pay Fees to _____.

Your failure to comply with the provisions of this Addendum shall constitute a breach of your obligations to Surety, and Surety shall have the right to immediately apprehend, arrest and surrender you, and you shall not be entitled to any refund of premium unless required by applicable law.

This Addendum supplements the terms and conditions of the Agreement, all of which terms and conditions remain in full force and effect. In the event of a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control.

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

Signature of Defendant: _____

Printed name of Defendant: _____

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GPS Participant Acknowledgement Form

A participant ordered by the court to be monitored under the provisions of this section who fails to comply with any of the provisions of this section or who fails to comply with any additional condition of the court order, including location restrictions, may have his bond revoked or may be punished for contempt at the discretion of the court.

It is unlawful for any person, knowingly and without authority, to remove, tamper with, damage, destroy, shield the signal from, or otherwise circumvent an active electronic monitoring device, or to aid or assist a person ordered by the court to be electronically monitored under the provisions of this section to remove, tamper with, damage, destroy, shield the signal from, or otherwise circumvent a monitoring device and, upon conviction, the person must be punished under the provisions of Section 24-13-425. This subsection does not apply to a person or agent of the electronic monitoring agency or bonding company, or member of law enforcement acting under the authority of and with compliance with the court order.

The electronic monitoring agency shall have a written policy prohibiting discrimination against a monitored individual regarding programs or services based on race, religion, national origin, sex, or disability. The electronic monitoring agency shall ensure that reasonable accommodation is made for an individual with a disability.

All electronic monitoring policies and procedures are subject to SLED audit.

- (a) I agree to always wear my GPS device per my court order, and I understand wearing this monitor verifies my compliance with the conditions of my bond. I agree that I will always maintain possession of my approved device for the duration of my court order. I agree and understand that I will verify my identity and location at all times required by my court order. I agree to always maintain my assigned monitoring device for the duration of my court order. I understand and agree to follow reasonable orders from my bonding agent or an employee of my monitoring agency.
- (b) I understand that in some areas within the State cellular coverage may require the use of an alternate device. If this becomes necessary, I understand that my electronic monitoring company may use an alternate approved device with approval of the court.
- (c) I agree to make sure to keep my GPS monitor battery charged. I agree not to damage the monitoring device and I will keep it in good working order. I understand that I must report any damage, destruction, or noticeable malfunction of my GPS monitoring device, (whether accidental or intentional) and I will report if I have a dead GPS monitor battery. I UNDERSTAND AND I AGREE that I MUST report any of the above infractions (including a dead GPS battery) to the proper authorities. Furthermore, I also understand that I must (**within two hours of the incident**) report any infractions **to** my bail bondsman (if applicable), my monitoring agency, to the law enforcement agency that has jurisdiction over my case, and any other party that is specified in my court order.
- (d) I agree that I will abide by other terms and conditions set forth by my electronic monitoring agency regarding the monitoring device and electronic monitoring program.
- (e) I understand that if my monitoring agency, or law enforcement agency (with jurisdiction over my offense) orders or directs me to turn myself in, I will comply and turn myself in to the proper detention facility.
- (f) I understand that I must notify my electronic monitoring agency and the court if I change my address, phone number, or any other contact information.

(g) I understand that (unless I am ordered indigent by court order) I must pay for the cost of my approved GPS monitoring device for the duration of time that is required by my court order. The summary court or circuit court has jurisdiction upon motion of the defendant to consider exempting a person from the payment of a part or all of the cost during a part or all of the duration of the time the person is required to be electronically monitored, if it is determined that exceptional circumstances exist such that these payments cause a severe hardship to the person who is deemed indigent. If the indigency hearing is held at a time and date separate from the initial bond hearing, the defense must notify the prosecutor, the bondsman, and the monitoring agency of the date, time, and location of the hearing subject to the notice requirements of the court.

(h) I understand that my payment or cost of my GPS monitoring is a condition of my supervision. I also understand that if I am two weeks or more delinquent that it will be considered a violation of my bond terms/conditions and a violation to my electronic monitoring agency. Furthermore, I do understand that no person will be denied the privilege of electronic monitoring based on inability to pay upon a finding by the court that the defendant qualifies as indigent. I understand that the State shall allocate money to an indigency fund, which will be controlled by the Department of Public Safety. I also understand that money will be distributed to the monitoring companies as deemed appropriate, which will cover the cost of indigent participants.

Participants printed name

Participants signature

Date: