

Document Origination: <input type="checkbox"/> Jail <input type="checkbox"/> Superior Court <input type="checkbox"/> Municipal Court <input type="checkbox"/> Law Enforcement Agency 	<h2 style="margin:0;">New Jersey Bail Recognizance</h2> <h3 style="margin:0;">With Waiver of Extradition</h3>	Bail Recognizance Number Receipt Number CABS Number
	Court: _____ Phone: _____ Address: _____ Fax: _____	

Case Information	Complaint (CDR) Number: _____	PROMIS/GAVEL Number: _____	Indictment/Accusation Number: _____
Charge(s): _____		Where Offense Occurred Municipality: _____ County: _____	

Defendant Information State of New Jersey vs. Defendant	First Name: _____	Middle Initial: _____	Last Name: _____		
	Address: _____ Apt. #: _____				
	City: _____		State: _____	Zip: _____	
	Date of Birth: _____		Social Security Number: _____		
	Phone Number: _____ () -		State Bureau of Identification Number: _____		

Bail Information	Amount of Bail Set: \$ _____	Bail Type: <input type="checkbox"/> ROR <input type="checkbox"/> 10% Cash <input type="checkbox"/> Full Cash	Date Bail Set: _____	Bail Set By: _____
	Amount of Bail Received: \$ _____	Filing Fee Received: \$ _____	Total Amount Received: \$ _____	Bail Received By: _____
	Payment Type: <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> Credit Card <input type="checkbox"/> Money Order # _____ <input type="checkbox"/> Bond			

Special Conditions of Bail: _____

If More Than One Surety/Insurer Is Involved, Complete a Separate Bail Recognizance for Each.			
Non-Corporate Surety Information: (Person Posting Cash Bail)		Corporate Surety/Bail Agent Information:	
First Name: _____	Middle Initial: _____	Name of Insurer (Corporate Surety Company) and NAIC number. Attach proof of authority with corporate seal affixed:	
Address: _____		Bail Agent and License Number: _____	
Address: _____ Apt. #: _____			
City: _____	State: _____ Zip: _____		
Phone Number: _____ () -	Driver's License Number or Other Form of ID: _____	Power of Attorney Number: _____	Expiration Date: _____
As Surety, I have read, understand and agree to the conditions (see reverse) and special conditions of this Bail Recognizance.		As Bail Agent I have read, understand and agree to the conditions (see reverse) and special conditions of this Bail Recognizance.	
Date: _____ Signature: _____		Date: _____ Signature: _____	

Certification of Ownership for Cash Bail Deposited by Someone Other Than Defendant

I, _____, am the lawful owner of the \$ _____, deposited in lieu of bond on behalf of the defendant in the above entitled case. I acknowledge that where the proper filing fee was not remitted at the time this bond was executed that the fee amount shall be deducted from the bond upon return. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: _____ Signature of Lawful Owner of Cash Bail: _____

Defendant Agreement

I, the defendant, understand and agree that the owner of the bail posted in this case is _____.

I also have read, understand, and agree to the Conditions (see reverse) AND Special Conditions of this Bail Recognizance.

I further understand that I must appear at all scheduled court appearances.

Court Date: ____/____/____
 Court Time: _____ AM / PM Signature: _____ Date: ____/____/____

Date Bail Discharged: _____	Date Bail Forfeited: _____	Please Notify Court of Disability Accommodation Needs.
-----------------------------	----------------------------	--

Conditions of Recognizance

The parties to the Bail Recognizance understand and agree to be bound by the following conditions:

1. Responsibility of Defendant:

- (a) The defendant must personally appear at all court proceedings until the final determination of the matter, unless otherwise ordered by the court. If the defendant fails to appear for a Superior Court proceeding, an ARREST WARRANT for the defendant will be issued. If the defendant fails to appear for a Municipal Court proceeding, an ARREST WARRANT for the defendant may be issued.
- (b) The defendant must notify the court immediately in writing of any change of address.
- (c) The defendant must notify the court immediately in writing if he or she is detained in jail or prison or otherwise cannot appear at a court proceeding.
- (d) If the defendant fails to appear at a scheduled court proceeding and is arrested in another state or jurisdiction, the defendant agrees to waive all rights to extradition proceedings under the New Jersey statutes and the demanding state's or jurisdiction's statutes in regard to extradition law.

2. Responsibility of Corporate Surety (Insurer), Bail Agency and Bail Agent:

The insurer, bail agency and bail agent agree to be responsible for:

- (a) Producing the defendant for all court proceedings, unless otherwise authorized by the court;
- (b) Supervising the defendant while he or she is released on bail under the terms of this Recognizance;
- (c) Taking immediate steps to recapture the defendant should the defendant fail to appear for any court appearance;
- (d) Notifying the court immediately in writing of any change in the defendant's address;
- (e) Notifying the court immediately in writing if the defendant is detained in jail or prison or otherwise cannot appear at a court proceeding.

3. Responsibility of Non-Corporate Surety (Person Posting Bail):

- (a) The person posting bail must notify the court immediately in writing of any change in the defendant's address.
- (b) The person posting bail must notify the court immediately in writing if the defendant is detained in jail or prison or otherwise cannot appear at a court proceeding.

4. Jurisdiction and Notice:

- (a) Pursuant to R. 1:13-3(b), the parties to the Recognizance (principal and the surety) submit themselves to the jurisdiction of the court; that they irrevocably appoint the clerk of the court having jurisdiction as their agency upon whom papers affecting their liability on the bond may be served; that they waive any right to a jury trial; that the liability of the principal and surety may be enforced by motion in the action, if one is pending, without any necessity of an independent action; and that the motion may be served on the principal and surety by mailing it, by ordinary mail, to the clerk of the court, who shall forthwith mail copies thereof by ordinary mail to the principal and surety at the address stated in the Bail Registry.
- (b) Any notice of forfeiture will be served on the defendant and non-corporate sureties (persons posting bail) by ordinary mail at the addresses listed on this Recognizance. Any notice of forfeiture will be served on the corporate surety (insurer), bail agency and bail agent at the address listed in the Bail Registry maintained by the Clerk of the Superior Court pursuant to R. 1:13-3(b).

5. Additional Information:

- (a) With a 10% cash bail option, the non-corporate surety, if other than the defendant, is responsible for the 10% deposit if the bail is forfeited and the defendant is responsible for the remaining 90%. If the defendant is the depositor he or she is responsible for the full amount of the bail if the bail is forfeited.
- (b) Bail will **NOT** be returned until discharged by the court. In municipal court the surety may be required to present the Bail Recognizance and show two forms of identification for the return of bail. Bail discharged by the Superior Court will be refunded by mail and, in most instances, will be refunded within ten to fourteen business days after the address has been verified.
- (c) When the defendant has been granted a conditional discharge or has been admitted into Pretrial Intervention (P.T.I.), bail will **NOT** be returned until the court makes a final determination.
- (d) The filing fee on indictable offenses is required to be paid upon execution of this Recognizance.
- (e) On breach of a condition of the Recognizance in Superior Court matters, the court will order a forfeiture of the bail on its own motion and a default judgment will be entered absent any objection seeking to set aside the forfeiture. On a breach of a condition of the Recognizance in Municipal Court matters, the court may order a forfeiture of the bail on its own or on the prosecuting attorney's motion and a default judgment may be entered.
- (f) Where the proper filing fee was not collected at the time the bond was executed, that fee shall be deducted from the amount returned to the surety.
- (g) Where a defendant is released on his or her own recognizance, no fee is required.