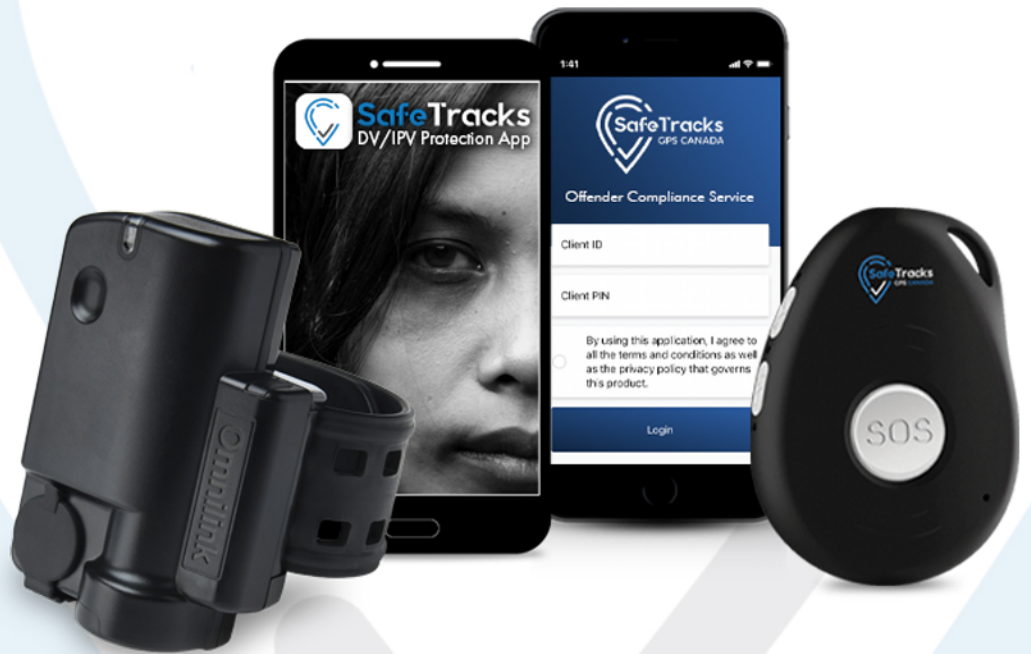


# GPS Electronic Monitored Private Rental & Associated Services

“The Agreement”



CERTIFIED  
Aboriginal Business

Canadian Council for  
Aboriginal Business 



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ST-TA-05062024



## SafeTracks Private Rental Enrolment Documents

### **INCLUDED IN THIS PACKAGE:**

Accused and sureties should review all documents prior to hearing so they know the commitments they will be making if release is granted with a monitoring requirement.

Documents to be completed and signed at time of installation:

- Participant Agreement (accused to initial each numbered paragraph and sign)
- Liability Waiver and Indemnity (accused to initial each numbered paragraph and sign)
- Payment Schedule (accused, co-payor to sign)
- Battery Charging Requirements (GPS) (accused, all sureties to sign)
- Surety Cooperation Agreement (all sureties to sign)
- Communication Schedule (accused and all sureties to complete)
- Leave Notification Procedures (accused and all sureties to read and acknowledge)

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## Participant Agreement

Between  
SAFETRACKS GPS CANADA INC. ("SAFETRACKS")  
AND

Initials  
in each  
box

Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

("Participant")

Contract #: \_\_\_\_\_

1. In consideration for SAFETRACKS' services, I agree to comply with all of the terms of this Agreement and its attached Schedules.

### REQUEST AND AGREEMENT TO BE MONITORED

2. At my own expense, commencing \_\_\_\_\_ until monitoring is terminated in accordance with the Termination section of this Agreement, I request and agree that SAFETRACKS monitor me using:
  - a GPS ankle bracelet (the "Ankle Bracelet")
  - a Radio-Frequency (RF) Ankle Bracelet (the "Ankle Bracelet")
  - 24/7 GPS or RF monitoring and tracking (the "monitoring services")

3. I am requesting that the above monitoring services be provided to me in connection with:
  - BAIL     CONDITIONAL SENTENCE     PROBATION     PAROLE     PEACE BOND

### WAIVER OF CONFIDENTIALITY AND DIRECTION TO SHARE INFORMATION WITH AUTHORITIES

4. I recognize that to grant the order I am seeking, the court must be satisfied that law enforcement and the court will receive, and be able to act on, complete and reliable information about me from SAFETRACKS even if that information will lead to adverse legal consequences for me and even if I deny that the information is true. I therefore permanently and irrevocably:
  - a. release SAFETRACKS from any duty of confidentiality it might otherwise owe to me; and
  - b. direct SAFETRACKS to provide any information including my Tracking Data about me in its possession to any POLICE SERVICE, CBSA, INSET, CROWN ATTORNEY, PROBATION/PAROLE OFFICER, COURT, or any other law Enforcement agency, and to do so at any time before, during, or after this Agreement has been terminated:
    - i. whenever requested by any of those authorities;
    - ii. at any time in its own discretion; and
    - iii. without requiring any further notice to me or requiring any warrant, subpoena, production order, or other legal authority beyond this Agreement.

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This may include but is not limited to:

- i. providing regular compliance reports;
- ii. providing open, on-demand access to SAFETRACKS' monitoring software;
- iii. reporting possible or confirmed violations of my criminal court conditions;
- iv. providing my photograph or other personally identifying information;
- v. cooperating with any police investigation or surveillance of me; and/or
- vi. providing the Crown with any reports, assistance, or testimony it may require.

### **UNDERTAKING AND INDEMNITY REGARDING EVIDENCE**

5. I acknowledge that, by including monitoring by SAFETRACKS in my plan of supervision, I am asking the court to accept that the monitoring technology is reliable.

6. I understand that, as an integral part of its program SAFETRACKS commits to the Crown that, in the event of a violation by me, SAFETRACKS will make all relevant evidence including expert evidence available at no cost to the Crown or Police of Jurisdiction and that this commitment is of value in helping me achieve the result I am seeking through my participation in the program. I further understand that if I deny a reported violation by challenging the reliability of the monitoring, SAFETRACKS may incur substantial costs to follow through on this commitment.

7. I understand that, in agreeing to provide me with the monitoring services and in setting the price for its services, SAFETRACKS therefore requires that I make the following commitment and I hereby do so: I indemnify SAFETRACKS from all costs it may incur, and/or as may be provided for in the attached payment schedule, to make evidence available to the Crown or Police of Jurisdiction including but not limited to compensation for the time any SAFETRACKS witness is required to attend court or be on standby to attend court, expert's fees and travel expenses if I:
- a. deny a violation detected by the monitoring services;
  - b. do not consent to any report presenting data generated by the monitoring service being admitted into evidence to prove the truth of its contents;
  - c. do not consent to monitoring reports being introduced through SAFETRACKS staff and that SAFETRACKS staff may explain or interpret any such report without being its author or being qualified as an expert in the underlying science of radio-frequency monitoring or GPS monitoring;
  - d. do not admit that the science underlying the monitoring technology is reliable;
  - e. do not consent to any evidence being given by telephone or videoconference.

### **NO TAMPERING, FOLLOW INSTRUCTIONS, COMMUNICATE AND COOPERATE WITH SAFETRACKS STAFF**

8. I will wear the Ankle Bracelet on my ankle and will not attempt to remove, tamper with, or otherwise interfere with the operation of the Ankle Bracelet or any related equipment.

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9. I will allow SAFETRACKS to take my photograph at the time of installation and at any other time it may require and will provide SAFETRACKS with a copy of my driver's license or other identification on request.

10. I authorize SAFETRACKS to record all phone calls or other communications between me and SAFETRACKS and SENTINEL monitoring center or any affiliate thereof;

11. I will follow all instructions by SAFETRACKS staff regarding the Ankle Bracelet and any related equipment.

12. Following the installation of the ankle bracelet on my person, I agree to travel directly to my court assigned residence and to not make any stops on the way to that residence. The court ordered release document is in effect from the time the ankle bracelet is installed, and I leave the detention center.

13. Subject to any restrictions in the governing court order, I agree to:
- promptly answer my telephone and regularly check and immediately reply to telephone messages, text messages, email messages or other communications relayed to me from SAFETRACKS and SENTINEL monitoring center or any affiliate thereof;
  - attend when and where directed by SAFETRACKS for any purpose associated with the monitoring;
  - promptly answer my door and allow SAFETRACKS representatives to enter my home with or without an appointment for the purpose of inspecting or maintaining the monitoring equipment and, if desired by SAFETRACKS for the safety of its staff, with police accompaniment; and or I will promptly answer my door to any law enforcement official to check on my wellbeing or to check on the monitoring equipment;
  - follow SAFETRACKS instructions regarding return of the monitoring equipment, including meeting SAFETRACKS staff where and when directed for that purpose of removing the monitoring equipment, or arranging the delivery of the equipment to SAFETRACKS at my expense by Canada Post or a courier acceptable to SAFETRACKS using a method that includes a tracking number and providing that tracking number to SAFETRACKS.

#### **DATA TRANSMISSION, THIRD PARTY MONITORING COMPANIES**

14. I understand that the monitoring equipment and related services are provided to SAFETRACKS by other companies and that monitoring data is transmitted to data centres which may be located in the United States, or other countries. I authorize SAFETRACKS to share the data produced by the monitoring equipment and any other information about me with the companies that provide the monitoring services and operate the data centres and agree that such information may be transmitted and stored by any means used in the ordinary course of business by SAFETRACKS and those companies.

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## TERMINATION

15. SAFETRACKS may in its absolute discretion terminate its services at any time. If SAFETRACKS determines that it will terminate monitoring for any reason, SAFETRACKS may follow such procedures as it deems appropriate for providing notice of impending termination to the Police, the Crown, Probation/Parole, or the Court. These reasons may include but are not limited to the following examples;

- a) Account in arrears
- b) Aggressive & Confrontational Behavior
- c) Surety has withdrawn support to the file

16. If my criminal court conditions are varied and monitoring is no longer required, I understand that SAFETRACKS will not terminate monitoring and remove the Ankle Bracelet until SAFETRACKS has received confirmation of the variation that SAFETRACKS finds satisfactory.

17. If I wish to terminate monitoring, it is my responsibility to initiate any required changes to my criminal court conditions. I will be obligated to pay any outstanding balances that are due to SAFETRACKS. Until this is accomplished, the Ankle Bracelet will not be removed, and I will continue to be monitored.

18. I will attend where and when directed by SAFETRACKS to have the Ankle Bracelet removed and return all equipment.

## AMENDMENTS TO AGREEMENT; NEW REQUIREMENTS OR INSTRUCTIONS

19. SAFETRACKS may from time to time determine that it requires Participants to agree to new or revised terms and/or comply with new or revised instructions. I understand that if I refuse to comply with such new instructions or to enter into an amended agreement when requested by SAFETRACKS, SAFETRACKS may terminate my monitoring services.

20. I will be responsible for any and all monies owed to SAFETRACKS.

## PAYMENT AND SIGNING

21. I agree to pay all fees, taxes, penalties, and damages in accordance with this Participant Agreement and the Payment Schedule.

22. By signing below, I acknowledge that I understand and will comply with every term of this Agreement.

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Participant Signature

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Date

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Participant's Legal Counsel

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Date

*I have reviewed this Agreement and its Schedules with the Participant and am satisfied that he/she understands and agrees with its terms.  
Note: This agreement is binding whether or not the Participant's Legal Counsel has signed it.*

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SAFTRACKS Official

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Date

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## LIABILITY WAIVER AND INDEMNITY SCHEDULE (Criminal and Immigration Programs)

This Schedule forms part of the Participant Agreement between SAFETRACKS GPS CANADA INC.

("SAFETRACKS") and \_\_\_\_\_ dated \_\_\_\_\_  
("Participant")

Contract #: \_\_\_\_\_

1. I understand that SAFETRACKS and the other companies involved in providing the monitoring service cannot prevent me from breaching my release conditions or causing harm while breaching those conditions.
2. I understand that wearing the Ankle Bracelet may increase the risk that I could suffer accidental injury, including but not limited to tripping, falling, or other injuries suffered if the Ankle Bracelet is caught in machinery or other objects that could cause injury, or that injuries I may suffer in an accident, fire, or otherwise may be increased because I am wearing the Ankle Bracelet.
3. I understand that the Ankle Bracelet frequently sends and/or receives wireless transmissions including but not limited to cellular data transmissions and/or radio-frequency transmissions and that some researchers express concern that repeated exposure to such signals may have serious adverse health effects. I accept that it is my ongoing responsibility to educate myself and reach my own conclusions about any potential harmful health effects of wearing the Ankle Bracelet and, if at any time I am concerned about such risks, to either not proceed with the installation of the Ankle Bracelet or to terminate my participation in the monitoring program and to have SAFETRACKS remove the Ankle Bracelet, with the authorization of the court.
4. **If I decide to terminate my participation in the SAFETRACKS monitoring program, I will be obligated to pay in full my balance on my account. Until I have made the required payment the Ankle Bracelet will remain on my person and will continue to be monitored until account is free and clear.**
5. I understand that my location and movements are being collected, tracked, and monitored, 24/7/365. I am also aware that the collected data can be shared with any Court, Crown, Probation/Parole or Police, CBSA, and INSET if they make a request for this information to SAFETRACKS. I am aware I have **NO** ownership of any of the data that is collected by the monitoring equipment.
6. I understand that SAFETRACKS reports to police are based on data generated by monitoring device(s) provided by SAFETRACKS, and or to third party providers.
7. By signing this agreement, by allowing the installation of the Ankle Bracelet, and by my ongoing participation in the monitoring program, I confirm that, in order to obtain the benefits of participating in the monitoring program, I accept all such risks and agree that I am 100% responsible for complying with my release conditions and for ensuring my own health and safety.

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8. I THEREFORE permanently and irrevocably waive all rights to make any claim against SAFETRACKS, any company involved in providing the monitoring service, or any of their respective employees, agents, officers or directors, and I agree to fully indemnify and hold all of them harmless from any claims made against them by any third party, in connection with any harm or loss that I may suffer or that is caused or alleged to have been caused as a direct or indirect result of my wearing the Ankle Bracelet, my failing to comply with my release conditions, and/or my being arrested as a result of an SAFETRACKS report to police, including all costs incurred by them to respond to and/or defend such claims.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

### EQUIPMENT AND SERVICES

This agreement is for a maximum quantity of \_\_\_\_ Ankle Bracelet and if applicable, a maximum quantity of \_\_\_\_ Beacon(s).

Serial Number: \_\_\_\_\_

Beacon Serial Number: \_\_\_\_\_  
*(If applicable)*

### INSTALLER INFORMATION

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Date of installation: \_\_\_\_\_

Time of installation: \_\_\_\_\_

\_\_\_\_\_  
Installer Signature

\_\_\_\_\_  
Date

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## Payment Schedule

(Provincial tax is in addition to all fees listed)

INITIAL FEES	
<b>Deposit</b>	\$750.00 – If the Participant is not released, a partial refund will be issued.
<b>Retainer</b>	A \$250.00 retainer will be held by SafeTracks for administrative costs incurred by SafeTracks.
INSTALLATION	
<b>Ankle Bracelet (RF or GPS)</b>	\$250.00 + Mileage (\$ 0.75/KM)
MONITORING	
<b>Ankle Bracelet (RF or GPS)</b>	\$500.00 per month / \$400.00 per month with Legal Aid
VIRTUAL TESTIMONY	
<b>Virtual Testimony</b>	\$350.00 for the first hour. \$100.00 per hour after attendance
ADDITIONAL FEES	
<b>Equipment Retrieval</b>	\$100.00 or actual cost if greater (payable on termination if we must travel or arrange a courier to retrieve equipment from police, jail, surety etc.)
<b>Technician Time</b>	\$100.00 minimum for (1) failure to be present as arranged or directed for installation, removal, maintenance etc. or (2) for our staff to attend to inspect/repair/replace strap/clip/bracelet due to damage caused, in our sole judgment, by tampering, impact, or by other activity (work, sports, etc.) other than normal wear and tear, whether accidental or intentional)
<b>Late Payments</b>	\$50.00 Service Charge for any Late Payments
LOST/DAMAGED EQUIPMENT	
<p><b>The following will be charged for equipment that is damaged, lost or not returned. THESE CHARGES WILL APPLY AND ARE DUE IMMEDIATELY IN THE EVENT THAT THE PARTICIPANT ABSCONDS OR IS ARRESTED AND WE ARE UNABLE TO IMMEDIATELY CONFIRM THE WHEREABOUTS OF THE EQUIPMENT AND ARRANGE FOR ITS RETURN.</b></p>	
<b>OM500 - GPS: Bracelet &amp; Strap</b>	\$1,800.00
<b>RF Patrol Electronic Monitoring Package: Bracelet c/w Strap &amp; Base Station</b>	\$1,800.00
<b>Beacon</b>	\$400.00
<b>Charging cord</b>	\$90.00

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## PAYMENT TERMS

- The minimum monitoring period is one month.
- Clients hereby acknowledge and agree that a monthly service fee will be billed on the 15th day of each month. The initial monthly service fee shall be prorated from the date of installation to the next available 15th day of the month. Subsequent monthly fees shall cover the entirety of each calendar month with no subsequent prorated pricing.
- If any payment is late or declined, SAFETRACKS may impose earlier due dates and/or require any or all of the following: additional security, an additional co-payer, an alternative payment method, any other requirements we deem necessary to provide satisfactory security for future payments.
- Participation in the program may be subject to termination at any time if payment requirements are not being met within 30 days of the due date.
- **\$50.00 SERVICE CHARGE FOR ANY LATE PAYMENT.** Late Fee will be applied after 3 days of nonpayment from the due date.

## PAYMENT METHOD

### **be making the payments (all fields required):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email address for invoices and payment receipts: \_\_\_\_\_

Phone numbers: \_\_\_\_\_ (Home)

\_\_\_\_\_ (Work)

\_\_\_\_\_ (Cell)

### **What payment method will be used:**

**CREDIT CARD**

When you receive your invoice by email, it is due immediately upon receipt of the invoice and can be paid by credit card.

**INTERAC E-TRANSFER** to [accounting@SafeTracksgps.ca](mailto:accounting@SafeTracksgps.ca)

**IMPORTANT:** in the message for each payment, include the **invoice number** and the **name of the person being monitored**. Payments will be automatically deposited – no security question is required.

**ALL METHODS ARE SUBJECT TO A \$50.00 SERVICE CHARGE FOR ANY LATE PAYMENT**

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## Charging Requirements – Monitoring Equipment

### **KEEPING THE BATTERY CHARGED IS CRITICALLY IMPORTANT**

You must charge your Ankle Bracelet to a full charge (**2 hours each day**)

#### **AND**

- Within 60 minutes of Vibration signal from the Ankle Bracelet
- Immediately on Audible Tone or Voice signal from Ankle Bracelet
- At any other times as instructed by SAFETRACKS.

**When you leave your residence**, you must charge the Monitoring Equipment to a full charge before leaving.

If you are going to be **away from your residence for more than 24 hours**, you must take the charger and its power supply with you for any Monitoring Equipment.

#### **FAILURE TO FOLLOW THESE INSTRUCTIONS WILL HAVE SERIOUS CONSEQUENCES, INCLUDING:**

- **TERMINATION:** Repeated failure to follow these instructions and keep ALL the Batteries Charged will result in Termination of your participation in the program.
- **REPORT TO POLICE:** If at any time the Battery is Low and we cannot reach you or you do not follow instructions to charge immediately, we will make a report to police.

**I agree to comply with the above charging instructions and will charge at any other time directed by SAFETRACKS.**

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Date

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## Surety Cooperation Agreement

(to be signed by all sureties)

NAME OF PARTICIPANT: \_\_\_\_\_

By signing below, I acknowledge that I have read the Participant Agreement, Payment Schedule, Leave Notification Procedures and Charging Schedule, and that I agree to cooperate fully with SAFETRACKS, including but not limited to:

- assisting SAFETRACKS in obtaining the Participant's compliance with all program requirements; answering all telephone calls from SAFETRACKS and SENTINEL monitoring center or any affiliate thereof;
- and replying immediately to telephone, text, or email messages from SAFETRACKS and SENTINEL monitoring center or any affiliate thereof;
- following SAFETRACKS' standard leave notification procedures and any customized or revised procedures SAFETRACKS may implement in future; and
- if the Participant is residing with me or present in my home, allowing SAFETRACKS staff to enter my home at any time for scheduled or unscheduled testing, inspection, or maintenance of SAFETRACKS' equipment.
- following the installation of the ankle bracelet on the participant, I agree to travel directly to the court assigned residence and to not make any stops on the way to that residence. The court ordered release document is in effect from the time the ankle bracelet is installed, and the participant leaves the detention center.
- I will ensure that I have everything that I will need for the drive back to the residence prior to picking up the participant from the detention center. (Example: gas, food, cigarettes)

I understand that SAFETRACKS' monitoring does not relieve me of my obligation to make an immediate report to the authorities if I believe that the Participant has violated or is about to violate his or her terms of release.

I understand that if SAFETRACKS, in its absolute discretion, is not satisfied with the cooperation it receives from me, SAFETRACKS may terminate its services to the Participant.

I authorize SAFETRACKS and SENTINEL monitoring center or any affiliate thereof; to record all telephone calls or other communications between me and SAFETRACKS or SENTINEL monitoring center or any affiliate thereof;

I authorize SAFETRACKS, at any time, including after the monitoring of the Participant has been completed, to provide any information and records about me or provided by me, including the contents of all communication between me and SAFETRACKS and SENTINEL monitoring center or any affiliate thereof; to the Court, Crown, Probation/Parole or Police, CBSA, and INSET.

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\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Name

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Name

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

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## Communication Schedule

*Purpose: to record information needed to facilitate communication between SAFETRACKS and the participant, sureties and others involved in the monitoring plan. **Requests made to SafeTracks must be made by email. Phone calls and text messages will not be accepted.***

### **PARTICIPANT**

Name: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone numbers: \_\_\_\_\_ (Home) \_\_\_\_\_ (Cell)

Restrictions: \_\_\_\_\_

List all restrictions on participant's use of phone, internet, etc.

### **SURETIES**

Name: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone numbers: \_\_\_\_\_ (Home) \_\_\_\_\_ (Cell)

Name: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone numbers: \_\_\_\_\_ (Home) \_\_\_\_\_ (Cell)

Name: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone numbers: \_\_\_\_\_ (Home) \_\_\_\_\_ (Cell)

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## Leave Notification Procedures

For GPS and RF monitoring programs, if your court order says that you can only leave your residence or other defined area under certain conditions, such as being in the company of a surety, or for certain purposes, such as going to work, you must follow SAFETRACKS' procedures for verifying that you are complying with those requirements. These are in addition to any approvals that are required, for example, by a police officer or conditional sentence supervisor.

SAFETRACKS may at any time, in its own discretion or in consultation with the supervising/law enforcement authority, vary these requirements, including the method by which notifications must be provided and/or impose a requirement for leave notices to include additional details and/or require that the surety provide simultaneous notifications to one or more law enforcement officers.

If your court order permits you to be out during certain times by yourself and for any reason (a simple curfew), then no notice or verification process is required.

**SURETY ACCOMPANIED LEAVES:** When your court order requires that you only leave the residence IN THE COMPANY OF A SURETY, you must **be accompanied in person by your surety.**

**ADVANCE NOTICE FOR SPECIFIED PURPOSES:** When your court order says that you are permitted to leave your residence only for specific purposes, you must follow these requirements:

**Surety is to send an email to [privaterentals@safetracksgps.ca](mailto:privaterentals@safetracksgps.ca)** with the time the leave will start and when you will return, the destination location/address, the purpose of the leave (e.g., court, lawyer, medical) and the term of the bail that permits it.

**Leave notification requests are to be sent between  
Monday to Friday 8:00 am to 5:00 pm MST.**

**\*\*Please note that it may take up to one business day for leave notification requests to be processed and approved if outside of business hours.\*\***

**Sureties are responsible to ensure that the accused does not have access to send emails from the surety's email account.**

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Name

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

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Surety Name

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Surety Signature

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Date

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