

UNITED STATES DISTRICT COURT

for the

District of Hawaii

United States of America

v.

Defendant

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)
)
)

Case No.

AGREEMENT TO FORFEIT REAL PROPERTY TO OBTAIN A DEFENDANT'S RELEASE

To obtain the defendant's release, we jointly and severally agree to forfeit the following property to the United States of America if this defendant fails to appear as required for any court proceeding or for the service of any sentence imposed as may be noticed or ordered by any court considering this matter, or fails to comply with any conditions of release set by the court (describe property and any claim, lien, mortgage, or other encumbrance on it):

Ownership. We declare under penalty of perjury that we are this property's sole owners and that it is not subject to any claim, lien, mortgage, or other encumbrance except as disclosed above. We promise not to sell, mortgage, or otherwise encumber the property, or do anything to reduce its value while this agreement is in effect. We deposit with the court the following ownership documents, including any encumbrance documents (list all documents and submit as attachments):

Surety Information. We understand that the court and the United States of America will rely on the surety information in approving this agreement.

Conditions of Release. We state that we have either read all court-ordered conditions of release imposed on the defendant or had them explained to us.

Continuing Agreement. Unless the court orders otherwise, this agreement remains in effect during any appeal or other review until the defendant has satisfied all court notices, orders, and conditions.

Exoneration of Sureties. This agreement is satisfied and ends if the defendant is exonerated on all charges or, if convicted, the defendant reports to serve any sentence imposed.

Forfeiture. If the defendant fails to obey all conditions of release, court notices, and orders to appear, the court will immediately order the property forfeited and on motion of the United States of America may order a judgment of forfeiture against the signing parties and their representatives, jointly and severally, including interest and costs.

I swear under penalty of perjury that the above information is true and agree to the conditions of this agreement.

Date: _____

Defendant (if a property owner)

City and state: _____

Property owner's printed name

Property owner's signature

Property owner's printed name

Property owner's signature

Property owner's printed name

Property owner's signature

Sworn and signed before me.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Agreement approved.

Date: _____

Judge's signature