

BAIL ENFORCER
RENEWAL LICENSE APPLICATION

If the license is expired over 30 days, you will be required to complete a New Application for submission which will require the new licensing fee and finger prints, as well as a current MMPI for an armed license.

Please complete each line. Enter N/A if the question does not apply to you.

Type of License Requested (Check one)	Cost
<input type="checkbox"/> Unarmed Bail Enforcer License	\$300.00
<input type="checkbox"/> Expired Unarmed license late fee	\$50.00
<input type="checkbox"/> Armed Bail Enforcer License	\$400.00
<input type="checkbox"/> Expired Armed license late fee	\$100.00

Applicant Information:

Last Name: _____ First Name: _____ Middle Name: _____

Suffix: _____

SSN: _____ Date of Birth: _____ Gender: _____ Race: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Physical Address: _____

City: _____ State: _____ Zip Code: _____

County of Residence: _____ Contact Number: (____) _____ - _____

Height: _____ Weight: _____ Eye Color: _____ Hair Color: _____

Email Address: _____

Required Continuing Education

24 hours of continuing education

Information and other requirements: Applicant, please submit a copy of your current valid driver license with this application. The application process requires two **passport sized, color photographs be submitted as well.** Write your name on the back of the photographs and affix them inside this box.

Attach photos here

Forms and Attestations

Required Forms can either require just the signature of the applicant, the signature of an employer, and/or the services of a notary public. Forms requiring a notarized signature must be signed in the presence of a valid notary public. Signature dates of the applicant and the notary must match. Any associated fees are the responsibility of the applicant. Please ensure the applicable forms or attestations are completed before submitting the application to CLEET for processing.

Bond/Insurance Certification Attach proof of bond or insurance to this application.

Special note: If you are covered by your employer's insurance, please attach a notice of employment. It is important to remember to notify CLEET if at any point you are no longer covered by said bond or insurance policy. Each licensee is responsible for obtaining and maintaining insurance or bond when not employed by an agency and/or if the licensee is self-employed. Failure to maintain compulsory insurance and or bond could result in disciplinary action including fines and revocation of the license.

Bail Enforcer Oath

Title 59 O.S. § 33A 1350.9 (7) (b)

I, _____, certify that I have read, and understand, and will abide by, the Rules and Regulations Governing Bail Enforcers: and the "Oklahoma Bail Enforcement Act." I realize that this means I cannot later claim that I was unaware of a Rule or Regulation concerning Bail Enforcers, and lack of knowledge of the Rules and Regulations will not be considered a defense to any disciplinary action.

I, _____, certify that I have received, read, and understand and will abide by the Rules and Regulations Governing Bail Enforcers: and the "Oklahoma Bail Enforcement Act." I hereby declare under oath and under penalty of perjury, that to the best of my knowledge, all information contained in this application is true and correct. I understand that any misrepresentation, or omission, is sufficient cause for denial of a license.

Applicant Printed Name

Applicant Signature

This affidavit was signed and acknowledged before me on the ____ day of _____, 20__.

by: _____
Print name of signer(s)

Notary Public Signature

My Commission Number: _____

(Seal)

My Commission expires: _____

**Oklahoma Department of Mental Health and Substance Abuse Services
Consent for Release of Confidential Information**

Print full name including middle name

SSN: _____ - _____ - _____ Gender: _____ DOB: _____

Physical Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

authorizes the Oklahoma Department of Mental Health and Substance Abuse Services to release to the Council on Law Enforcement Education and Training (CLEET) any and all information concerning whether I have ever been involuntarily committed to an Oklahoma State Mental Institution or home. This authorization is given as part of my CLEET application for a Bail Enforcer License. This consent shall expire upon notification from CLEET that I (applicant) am approved to receive a bail enforcer license.

I hereby acknowledge that this consent for the release of information is given freely and voluntarily. I understand that I may revoke the consent in writing at any time unless action has already been taken based upon it, and in any event his consent expires in ninety (90) days from the date of signing or upon conditions described above, unless a longer period has been specified.

THE INFORMATION AUTHORIZED FOR RELEASE MAY INCLUDE RECORDS WHICH MAY INDICATE THE PRESENCE OF A COMMUNICABLE DISEASE WHICH MAY INCLUDE, BUT NOT LIMITED TO, DISEASES SUCH AS HEPATITIS, SYPHILIS, GONORRHEA, AND THE HUMAN IMMUNODEFICIENCY VIRUS, ALSO KNOWN AS ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS). {63 OS 1-1502}(b).

Notice to individuals or entities releasing alcohol or drug abuse treatment records:

There shall be a statement in **BOLD** face, stamped upon each page of the information release stating, "**THIS INFORMATION HAS BEEN DISCLOSED FROM RECORDS PROTECTED BY FEDERAL CONFIDENTIALITY RULES (42 CFR Part 2.). The federal rules prohibit you from making any authorization for release of medical or other information NOT sufficient for this purpose. The federal rules restrict any use of information to criminally investigate or prosecute any alcohol or drug abuse patient.**"

Signature of CLEET Applicant

Date

Notice of Bond Coverage by Carrier
NOTICE TO INSURANCE/BOND COMPANIES

STATUTORY REQUIREMENTS: Title 59 O.S. § 1350.9(C)(1-3)

- C. 1. All bail enforcers shall obtain and maintain either a liability insurance policy or a surety bond that allows persons to recover for actionable injuries, loss, or damage as a result of the willful, or wrongful acts or omissions of the licensee and protects this state, its agents, officers and employees from judgments against the licensee, and is further conditioned upon the faithful and honest conduct of the licensee.
- 2. The liability insurance policy or surety bond required in this subsection shall be in the minimum amount of Ten Thousand Dollars (\$10,000.00).
- 3. Liability insurance policies or bonds issued pursuant to this subsection shall not be modified or canceled unless ten (10) days' prior written notice is given to the Council. All persons insured or bonded pursuant to this subsection shall be insured by an insurance carrier or bonded by a surety company licensed and authorized to do business in the state. Failure to obtain and maintain sufficient liability insurance or bond as provided in the Bail Enforcement and Licensing Act shall be grounds for revocation of a license.

Rules 390:60-9-1. Insurance

- (a) Licensed Bail Enforcers shall be individually responsible for obtaining and maintaining their own liability insurance or surety bond that allows persons to recover for actionable injuries, loss, or damage resulting from the willful, or wrongful acts or omissions of the licenses and protects this State, its agents, officers, and employees from judgments against the Licensee, and is further conditioned upon the faithful and honest conduct of the Licensee.
- (b) The liability insurance policy or surety bond required in this subsection shall be in the minimum amount of ten thousand dollars (\$10,000.00).
- (c) No bail enforcement license shall be valid when the Licensee fails to maintain the prescribed liability coverage. A violation of the Rules of this subchapter will constitute cause for immediate suspension or revocation of a license, and/or a disciplinary penalty or fine.
- (d) Proof of insurance shall be provided CLEET by submitting a certificate of insurance, such as the Accord Form; or a copy of the policy, or a copy of the bond; or a letter from the issuing company. Regardless of the method chosen, the proof submitted shall at least contain the following information:
 - (1) Name of insured
 - (2) Name and address of insurer
 - (3) Policy limits, coverages, and amounts
 - (4) Effective dates of policy
 - (5) If covered by a bond, the original bond proof of coverage must include an original or copy of the Notification of Bond and Power of Attorney. Proof of renewal of the bond does not require a copy of the Power of Attorney, only submission of the Notification of Bond.
- (e) Any company providing insurance or surety bonds must be licensed and authorized to do business in the State of Oklahoma.
- (f) Liability insurance policies or bonds issued pursuant to this subchapter shall not be modified or canceled unless ten (10) days' prior written notice is given to CLEET. It is the duty of each Licensee to see that the liability insurance policy or bond contain such a provision.

KNOW ALL MEN BY THESE PRESENT:

BOND NUMBER: _____

That we, _____, as Principal and, _____, as Surety, are authorized to conduct business in the State of Oklahoma, are firmly bound unto the State of Oklahoma in the just sum of:

\$10,000

for the payment of which, well and truly to be made, we bind ourselves, our heirs, executor, and administrators, each and every one of them, jointly and severally, firmly by these present.

The condition of this obligation is such that whereas the above bound Principal has made application to do business in the State of Oklahoma under the provisions of Title 59, Oklahoma Statutes, Section 1350 et. seq. as a licensed:

- Unarmed Bail Enforcer
- Armed Bail Enforcer

and will comply with all the laws governing said license. It is a further condition that the Principal and Surety shall indemnify the State of Oklahoma or any person for any judgement against same resulting from any wrongful act or omission, whether intentional or negligent, that arose in the course of business as a Security Guard or Private Investigator, resulting from any violation of the laws of the State of Oklahoma.

It is further understood and agreed that this bond meets the standards outlined by the statute noted above, and is for the following period.

Beginning Date: _____ and Ending Date: _____

unless continued by a renewal certificate. This bond may be canceled as to future liability by Surety giving ten (10) days written notice to CLEET. The Surety shall not be liable for successive claims in excess of the bond amount, regardless of the number of claims made against the bond or number of years the bond remains in force.

Witness our hands this _____ day of _____, 20_____

Principal

Oklahoma Insurance License Number

Surety

Attach Original Power of Attorney

By: _____

Attorney-in-Fact

Agents Name (Please Print) _____ Telephone Number () _____

Address (City, State, Zip) _____

Notification of Insurance Coverage By Carrier NOTICE TO INSURANCE/BOND COMPANIED

STATUTORY REQUIREMENTS: Title 59 O.S. § 1350.9(C)(1-3)

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2. The liability insurance policy or surety bond required in this subsection shall be in the minimum amount of Ten Thousand Dollars (\$10,000.00).
3. Liability insurance policies or bonds issued pursuant to this subsection shall not be modified or canceled unless ten (10) days' prior written notice is given to the Council. All persons insured or bonded pursuant to this subsection shall be insured by an insurance carrier or bonded by a surety company licensed and authorized to do business in the state. Failure to obtain and maintain sufficient liability insurance or bond as provided in the Bail Enforcement and Licensing Act shall be grounds for revocation of a license.

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- (d) Proof of insurance shall be provided CLEET by submitting a certificate of insurance, such as the Accord Form; or a copy of the policy, or a copy of the bond; or a letter from the issuing company. Regardless of the method chosen, the proof submitted shall at least contain the following information:
 - (1) Name of insured
 - (2) Name and address of insurer
 - (3) Policy limits, coverages, and amounts
 - (4) Effective dates of policy
- (5) If covered by a bond, the original bond proof of coverage must include an original or copy of the Notification of Bond and Power of Attorney. Proof of renewal of the bond does not require a copy of the Power of Attorney, only submission of the Notification of Bond.
- (e) Any company providing insurance or surety bonds must be licensed and authorized to do business in the State of Oklahoma.
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Name of Insured: _____

This policy Includes: Unarmed Bail Enforcer
 Armed Bail Enforcer

CHECK ONE

Amount of Coverage:

CHECK ONE \$10,000.00 (Bail Enforcer -- Unarmed & Armed)

Name of Insurance Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ OK Insurance License #: _____

Company Affording Coverage: _____

Policy Number: _____ Issue Date: _____ Expiration Date: _____

I have read the statutory requirements described above and certify that this policy meets the minimum standards required by the State of Oklahoma for liability Insurance

Printed Name of Authorized Representative

Signature of Authorized Representative

Sworn and Subscribed before me this _____ day of _____, 20_____

Signature of Notary Public _____ Printed Name of Notary _____

(Seal)

My Commission Expires: _____ My Commission Number: _____

Background Information

One of the leading causes of delays when processing an application is the failure of the applicant to provide required documentation on any criminal history, charge history (including traffic charges), arrest record or court ruling, to include Federal, Tribal, District, and Municipal courts. This should include any documents related to being the respondent of a protective order. Please ensure that certified copies of any court document, or orders, are included regardless of the case outcome. Discovery that an applicant has submitted an application without fully disclosing their criminal history could result in, at a minimum, the immediate denial of the license being requested.

I have read, and understand the above information, and attest to my understanding by affixing my signature below.

Printed Name

Signature: _____ *Date:* _____

Record Notification and Authorization

Initials

If there is any criminal history in question, I will be given the opportunity to change, correct, or update any information by notifying the appropriate arresting agency or court clerk. Additionally, you may submit any Identity History Summary challenge to the FBI's CJIS Division by writing to the following address: FBI CJIS Division, Attention: Criminal History Analysis Team 1, 1000 Custer Hollow Road, Clarksburg, WV 26306. I have read and understand the Applicant Notification and Record Challenge and Privacy Act Statement on Page 8 Appendix.

Printed Name of Applicant

Signature and Date

Please note: If the applicant does not reply to any letter received by CLEET Private Security Division within 30 days, the application cannot be processed and will be denied.

Applicant Notification and Record Challenge and Privacy Act Statement

Applicant Notification:

Your fingerprints will be used to check the criminal history records of the FBI. The FBI will retain your fingerprints and associated information/biometrics and, while retained, your fingerprints will continue to be compared against other fingerprints submitted to or retained by the FBI.

Applicant Record Challenge:

You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

The procedure for obtaining a change, correction, or updating an FBI identification record is set forth in Title 28, CFR 16.34. For information on updating the national criminal history record, visit www.FBI.gov or <https://www.fbi.gov/cjis/identity-history-summary-checks#challenge-of-an-identity-history-summary>.

If information is received to update your criminal history record, you should forward certified copies of the information to the FBI and to the repository in the state where the arrest occurred.

Privacy Act Statement

This privacy act statement is located on the back of the FD-258 fingerprint card.

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 03/30/2018

Criminal History Information:

If you have been arrested since you were issued your last license, in the spaces below, list all charges, arrests, or citations for crimes committed as an adult in Oklahoma or any other state.

DATE: _____ City/County _____ State: _____
CHARGE: _____
Arrested: **Y** or **N (circle one)** Booked into Jail: **Y** or **N (circle one)**
PLEA ENTERED: guilty, not guilty, no contest, other (please specify other): _____
JUDGMENT: (guilty, not guilty, deferred, probation): _____
Final Disposition: _____
Notes: _____

DATE: _____ City/County _____ State: _____
CHARGE: _____
Arrested: **Y** or **N (circle one)** Booked into Jail: **Y** or **N (circle one)**
PLEA ENTERED: guilty, not guilty, no contest, other (please specify other): _____
JUDGMENT: (guilty, not guilty, deferred, probation): _____
Final Disposition: _____
Notes: _____

DATE: _____ City/County _____ State: _____
CHARGE: _____
Arrested: **Y** or **N (circle one)** Booked into Jail: **Y** or **N (circle one)**
PLEA ENTERED: guilty, not guilty, no contest, other (please specify other): _____
JUDGMENT: (guilty, not guilty, deferred, probation): _____
Final Disposition: _____
Notes: _____

Domestic Violence & Protective Order Information

Y	N	Have you ever been charged and/or convicted for an act of domestic violence?
Y	N	Have you ever been convicted of violating a Protective Order?
Y	N	Have you ever been the respondent of a Protective Order?

If you marked yes on any of these questions, please indicate the City, County, and State where it was filed as well as the name it was filed under and include court certified documents with your application:

Council on Law Enforcement Education and Training
Private Security Division

Bail Enforcer Renewal Application

Please read the following check list making sure each requirement has been met. An incomplete application will result in your application being returned to you for completion, causing delay in the licensure process. All documents printed and mailed, must be sent to CLEET in a single envelop.

PRIVATE SECURITY CHECKLIST FOR COMPLETED APPLICATION

- Complete application with attachments including signatures, dates, and notarizations where applicable. Documents dated older than 90 days will not be accepted.

- Payment required in full. No Personal Checks will be accepted. Payment types accepted: Money Order, Cashier's Check, or Business Check only. Cash will only be accepted when delivered in person. Make checks and Money orders payable to CLEET.

- Two (2) current passport size color photographs - paper or plastic are NOT acceptable.

- Judgment and sentencing; certified by the court, or a letter of no record for each arrest and/or charge, if applicable. Include any records regarding Protective Orders in which you were the respondent.

- Authority to release personal information; consent to release mental health and substance abuse records, Oath.

- Proof of current \$10,000 bond.

- Proof of (24) hrs Continuing Education.

- OSBI name check completed by the OSBI - must be original (no faxes, copies or emails). Please note: the **completed** form should be sent to CLEET. You are responsible for sending this document to the OSBI.

- Copy of valid Driver's License or Identification Card

Signature of Applicant

Date

Return Completed Application to:
CLEET Private Security
2401 Egypt Road
Ada, OK 74820