Receipt #

Agent

Date

**Principal Name**

Phone

Address

City State Zip

Own or Rent

Employment

Address

Phone

Age Race Height

Weight Eyes Male / Female

Social Security # D.O.B

Bank / Account #

Driver’s License #

State Expires

Make of car Color License#

Nickname / AKA

Scars or Tattoos

E-MAIL and Social media

Significant other name

Phone #

Reference

Address

Phone#

Reference

Address

Phone #

Reference

Address

Phone #

Attorney Phone

**Co-Principal**

Phone

Address

City, State, Zip

Employment

Address

Phone#

Social Security # D.O.B

Driver’s License #

1. Ref. Name/Ph#

2. Ref. Name/Ph#

3. Ref. Name/Ph#

**Co- Principal**

Phone

Address

City,State,Zip

Employment

Address

Phone #

Social Security/ D.O.B

Driver’s License#

1. Ref. Name/Ph#

2. Ref. Name/Ph#

3. Ref. Name/Ph#

$

ON DEMAND after date, for value received

 Dollars with interest from defendant until paid, at the rate of 12 ½ per cent per annum

and any and all attorney’s fees, if placed with an attorney for collection after maturity, and all other costs and changes,

 Payable at 1st STOP BONDING COMPANY, NASHVILLE, TENNESSEE

Signature Co-Principal

|  |
| --- |
| **AUTHORIZATION FOR RELEASE OF INFORMATION AND SEARCH OF PREMISES** |
| TO WHOM IT MAY CONCERN: Date  This authorizes any bank, insurance company employer (past or present), telephone company, utility company, cable television company, state government agency, local government agency, United States government agency, including but not limited to any branch of armed services, Veteran’s Administration, Internal Revenue Service, Federal Bureau of Investigation, Social Security Administration, health care facility or practioner , attorney, accountant, or any other person or entity to furnish full and complete reports and information concerning me which is hereby requested for the undersigned by a representative or agent of 1st STOP BONDING. This authorization also includes the permission to search the premises and property of principal and co-principals in the event of forfeiture, surrender or breach of bond, the examination and copying of any information, including opinions. This authorization is given for a valuable consideration and may be recorded in the Register’s Office or other appropriate office. This authorization can only be revoked or withdrawn by agreement of the Bonding Company.I hereby release any such above-listed entity from any liability which may be incurred in releasing this information to Bonding Company or its agent or representative including liability under and Federal law including but not limited to Title 5, Section 522-A of the USC, commonly known as the Privacy Act. Your full cooperation is requested. *Sworn to and subscribed before me this****X*** Principal  Day of , 20 ***X*** Co-Principal Notary Public  ***X*** Co-Principal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_My Commission Expires: \_\_    |

**AGREEMENT**

THIS AGREEMENT is executed and delivered by the undersigned [hereinafter called “Principal(s)” which term shall also include any Co-principal] to the BONDING COMPANY [hereinafter called “company”], as part of the consideration for the company executing as surety the bond(s) or undertaking(s) described in the Principal(s)’ application which in incorporated in and made a part of this agreement.

The Principal(s) represent, covenant, warrant, and agree to the following:

**1.** The Principal(s) shall pay to the company or its duly authorized agent, the fee(s) [hereinafter called “premiums”] specified in the application at the times and in the amounts stated in the application. The premium is fully earned by the company upon the execution of the bond(s) or undertaking(s) and shall not be subject to refund or proration.

**2.** The Principal(s), jointly and severally shall at all times indemnify and save the company harmless from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements, and expenses of every kind and nature, which the company by reason or in consequence of having executed the bond(s) or undertaking(s) described in the application. The Principal(s) shall pay over, reimburse, and make good to the company any and all sums and amounts of money required to meet any and every claim, demand, liability, cost, expense, suit, order, decree, adjudication, fee or payment (including but not limited to legal fees) involving the company by reason of the execution of the bond(s) or undertaking(s) described in the application and any other bond or undertaking executed in behalf or at the request of the Principal(s) or any of them and before the company shall be required to pay. The liability for the legal fees and disbursements includes all legal fees and disbursements that the company may pay or incur, including but not limited to a proceeding in which the company may assert or defend its right to collect or change for any legal fees and/or disbursements incurred in that or any other proceeding.

**3.** The Principal(s) shall immediately notify the company at its principal office in Nashville, Tennessee, at its Bond Division, of the receipt of any demand, notice, commencement of any proceeding, or fixing of any liability which the company may be required to discharge by reason of the execution of the bond(s) or undertaking(s) described in the application.

**4.** A receipt, cancelled check, or other evidence of payment by the company, in discharge of any obligation under or incurred in connection with any bond(s) on undertaking(s) described in the application, or incurred in connection with any security held by the company, shall be conclusive evidence against the Principal(s) of the fact and amount of the obligation of the Principal(s) to the company.

**5.** If the company executes any bond or undertaking, or procures another surety to execute any bond or undertaking, all of the terms and conditions of this agreement shall apply to and operate for the benefit of the company, the procured sureties and/or reinsures as their respective interests may appear.

**6.** The company may, at any time, without notice to or the prior consent of the Principal(s), transfer and/or assign this agreement and/or any security pledged by the Principal(s) to any reinsurer, co-surety, insurance company, or transferee which may take over and assume, in whole or in part, the obligation(s) of the company under any bond(s) or undertaking(s) described in the application. After transfer or assignment, the transferee shall become vested with all of the powers and rights of the company, and the company shall be relieved and fully discharged from any liability or responsibility of any security pledged pursuant to this agreement.

**7.** **THE COMPANY MAY, AT ANY TIME AND IT ITS SOLE DISCRETION, TAKE SUCH STEPS AS IT DEEMS NECESSARY TO PROTECT ITSELF FROM ANY LOSS, COST, OR EXPENSE OR TO OBTAIN ITS RELEASE FROM ANY AND ALL OBLIGATIONS UNDER ANY BOND OR UNDERTAKING. THE COMPANY SHALL NOT BE REQUIRED TO DISCLOSE ANY FACT OR INFORMATION OR GIVE NOTICE OF ANY FACT OR INFORMATION TO THE PRINCIPAL(S) UPON WHICH ANY ACTION TAKEN BY THE COMPANY IS BASED. THE COMPANY MAY ACT OR REFUSE TO ACTIN ANY MANNER THAT IT, IN ITS SOLE DISCRETION, DEEMS PROPER, WHICH IN THE CASE OF APPERENCE BONDS, MAY INCLUDE BUT ARE NOT LIMITED TO SURRENDER OF THE DEFENDANT, EITHER BEFORE OR AFTER THE RENDERING OF A CONDITIONAL OR FINAL FORFEITURE AND/OR EITHER BEFORE OR AFTER PAYMENT. ALL COST, LOSS, AND EXPENSE WHICH THE COMPANY MAY SUSTAIN OR INCUR IN OBTAINING RELEASE OR IN SECURING ITSELF AGAINST LOSS, COST, OR EXPENSE SHALL BE BORNE AND PAID BY THE PRINCIPAL(S).**

**8.** The Principal(s) hereby authorize and appoint the company as Principal(s)’ attorney in fact to appear for the Principal(s) in and before any court in any action or proceeding, to receive process on behalf of the Principal(s) or waive the issuance and service of process, to enter or confess judgment or permit judgment to be entered against the Principal(s) jointly and severally and in favor of the company, to release all documents in the name of the Principal(s) in order to carry into effect the authority granted in this paragraph as fully and completely as the Principal(s) might do if personally present, hereby ratifying and confirming all that the Principal(s)’ attorney in fact shall do or cause to be done by virtue of the grant of this power of attorney.

**9.** This agreement binds the Principal(s), jointly and severally, and the Principal(s)’ heirs, personal representatives, executors, administrators, successors, and, if permitted, assigns.

**10.** The company reserves the right to refuse to execute the bond(s) or undertaking(s) for which the application is made. The Principal(s) shall not have a claim or cause of action against the company based on the company’s refusal or failure to execute any bond or undertaking. The Principal(s) shall not have claim or cause of action against the company based on the obligee’s or any third party’s refusal to accept the company as surety or a third party’s rejection of the bond(s) or undertaking(s).

**11.** As a further inducement to the company to act as surety on the bond(s) or undertaking(s), the Principal(s) represent and warrant that the statements made in this agreement and the answers supplied for insertion in the application are true, made without reservation, and do not misstate or fail to completely state the information given or requested. The Principal(s) and the representations, warranties, and promises contained in this agreement as part of the consideration received by it for acting as surety.

**12.** The company may enforce its rights against any one or all of the Principal(s) as the company, in its sole discretion, shall determine. The company shall not be required to proceed first against any particular Principal(s) before being able to proceed against any other Principal(s). The Principal(s) hereby expressly waive the benefit of any rule or law requiring the company to proceed against one of the Principal(s) before proceeding against any other Principal(s). The Principal(s) hereby irrevocably waive the benefit or advantage of any and all exceptions or exemptions however designated, now in force, hereafter enacted or reorganized, and whether created by the statutory, common, or cannon law of this state, any other state, the United States, or any other country.

**13.** The acceptance of this agreement, the payment of the premium(s) required by this agreement, other collateral as security, or other or additional agreement(s) shall not abridge or limit the rights of the company under this agreement, any other agreement, or law. The company shall have every right and remedy which an individual surety acting without compensation would have. All of company’s rights are cumulative and for the sole benefit of the company, its successors, and assigns.

**14.** If any part of this agreement is declared void or unenforceable by a court of competent jurisdiction, then, at its sole option, the company may take such action as it deems in its best interest. Without limiting the action which the company may take, the company may enforce this agreement with the void or unenforceable provisions omitted or declare this agreement terminated and take such action as may be necessary to restore the parties to the position they occupied prior to the execution of this agreement, retaining as its sole and separate property any payment received by it from the Principal(s).

**15. PRINCIPAL(S) SHALL NOTIFY THE COMPANY OR ITS AGENT IN WRITING OF ANY CHANGE IN THE APPLICATION INFORMATION AT LEAST FORTY-EIGHT (48) HOURS BEFORE THE CHANGE OCCURS. ANY FAILURE TO NOTIFY THE COMPANY SHALL BE CONSIDERED A DEFAULT BY THE PRINCIPAL(S). IF AN APPEARANCE BOND IS INVOLVED, THIS FAILURE IS CAUSE FOR THE COMPANY TO IMMEDIATELY SURRENDER THE DEFENDANT WITHOUT ANY LIABILITY AND WITHOUT OBLIGATION FOR THE RETURN OF ANY PORTION OF THE PREMIUM.**

**16.** If the Principal(s) fail to pay any obligation owed to the company immediately upon demand, then the amount of that obligation shall bear interest at the rate of fifteen percent (15%) per annum of the highest rate allowed by law.

**17.** The Principal(s) acknowledge that this application and agreement may act as the receipt required by T.C.A. 40-11-304. If security has been pledged or deposited with the company or the company’s agent, that security is described in the application. The company reserves the right to use the security and to retain any income from the security as company’s sole and separate property, subject to Principal(s)’ rights as set forth in this agreement.

**18.** The failure of the company to insist in any one or more instances upon strict performance of the terms or conditions or to exercise any option contained in this agreement shall not be considered as a waiver for the future of that term, condition, or option. The terms, conditions, and options contained in this agreement shall continue and remain in full force and effect. The receipt by the company of any payments in whole or in part, or any substitute performance even with knowledge of the breach of any term or condition, shall not be deemed as a waiver of any breach. No waiver by the company in any provision of this agreement shall be deemed to have been made unless expressed in writing and signed by company. It is the expressed intention of the parties that the terms of this agreement be enforced without resort to the parties’

**THE FOLLOWING ADDITIONAL PROVISIONS APPLY TO APPEARANCE BONDS:**

(The principal placed under the appearance bond is hereinafter referred to as the “defendant.”)

**19. UNLESS THE COURT ENTERS A WRITTEN ORDER TO THE CONTRARY AND THE PRINCIPAL(S) IMMEDIATELY SUPPLYAJUDGE-SIGNED COPY OF THAT ORDER TO THE COMPANY, THE DEFENDANT SHALL REMAIN WITHIN THE JURISDICTION OF THE COURT UNTIL THE CASE IS FINALLY DETERMINED AND THE COMPANY RELIEVED.**

**20.** The defendant shall timely attend all court sessions as ordered by the Court and maintain reasonable contact with the company to advise the company of all court proceedings.

**21.** As long as the bond(s) remain in effect, the company may assess and collect from the Principal(s) annually a renewal premium of up to twenty percent (20%) of the original fee and charges.

**22.** The parties understand and agree that the premiums and fees paid to the company cover the appearance bond for the trial court only. If the case is appealed to the Court of Criminal Appeals or to the Supreme Court of Tennessee and the company chooses to undertake a new appearance bond for the defendant on appeal, the company may assess and collect an additional charge premium or fee in an amount up to ten percent (10%) of the bond for the appeal. The annual premium renewal fees shall be charged in accordance with paragraph 21 above.

**23.** The parties acknowledge, understand, and agree that:

1. The release of the defendant has been obtained by the company acting as the private jailer for the defendant or the defendant’s jailer of choice.
2. Even though the defendant is released from public custody, the defendant’s release to the company is a continuance of the defendant’s original incarceration; and , therefore, the company or its duly appointed agent may, with necessary copy of bond or capias, seize, arrest, and deliver the defendant to the custody of the appropriate public jailer or if that can not be done at once, the company or its duly appointed agent may imprison the defendant until delivery can be made.
3. The company or its duly appointed agent may pursue the defendant into another jurisdiction in order to arrest the defendant and, if necessary, may break and enter into any place where the defendant has been or may be found either in or outside the state of Tennessee. This authorization includes and extends to, but is not limited to, the defendant’s residence, property, or business and the residence, property, or business of any co-principal.

**24.** The parties understand and agree that if, in the sole judgment of the company, it becomes necessary to investigate in order to determine whether or not the information supplied is accurate, investigate in order to determine the whereabouts of the defendant, search for the defendant, apprehend the defendant, and/or surrender the defendant, then the company shall charge and the principal and any co-principal shall pay a fee of $65.00 an hour or part thereof for each hour expended by any agent, officer, or employee of the company, which fee shall be in addition to any and all other expenses for which the principal and co-principal may be liable under the terms of the agreement.

THIS AGREEMENT has been executed on the same date of the first bond or undertaking.

**THIS AGREEMENT CREATES DUTIES AND FINANCIAL OBLIGATIONS. YOU SHOULD SIGN IT ONLY AFTER YOU UNDERSTAND IT AND AGREE TO COMPLY WITH THOSSE DUTIES AND OBLIGATIONS.**

COURT ORDERED NOTICE

25. YOU ARE NOTIFIED THAT A 2013 CHANGE IN THE LAW PREVENTS THIS BONDING COMPANY FROM REMAINING ON YOUR BOND UPON CONVICTION OR A PLEA OF GUILTY AS YOU AWAIT A SENTENCE HEARING. IF YOU PLEAD GUILTY OR ARE CONVICTED THE JUDGE MAY TAKE YOU INTO CUSTODY PENDING THE BOND FOR THAT PERIOD. THIS BONDING COMPANY IS PREVENTED FROM ACCEPTING ADDITIONAL FUNDS OR COLLATERAL AFTER THE ORIGINAL BOND AMOUNT HAS BEEN PAID IN FULL, ONCE YOU HAVE BEEN RELEASED FROM COURT CUSTODY ON THIS CURRENT BOND.

**ACCESSORY AFTER TH FACT**

**T.C.A. § 39-11-408**

1. **A person is an Accessory after the fact who, after the commission of a felony, with knowledge or reasonable ground to believe that the offender has committed the felony, and with the intent to hinder the arrest, trial conviction or punishment of the offender:**
2. **Harbors or conceals the offender;**
3. **Provides or aide in providing the offender with any means of avoiding arrest, trail conviction or punishment, or**
4. **Warns the offered of impending apprehension or discovery;**
5. **This section shall have no application to an attorney providing legal services as required or authorized by law.**
6. **Accessory after the fact is a class E felony. [Acts 1989, ch.591, § 1-1994, ch.978, §4:1995, ch.891, §1.]**

**TENN. CODE ANN. §40-11-151**

**Current through the 2018 regular session**

**Tennessee Code Annotated > Title 40 Criminal Procedure > Chapter 11 Bail > Part Admission to Bail.**

**40-11-151. Notice to person employing Bail Bondsman.**

**Any person utilizing the services of a professional bail bondsman or bonding agent shall receive a copy of the following notice with the person’s bail bond. No charges may be made in the substance of the notice; but minor printing adjustments may be made. The notice may be printed on the face, back or as s separate attachment to the bond.**

**NOTICE IF YOU USE A PROFESIONAL BONDSMAN; amount of charge to you. The premium fee for your bond should not be more than 10% of the face amount of your bond. For example, if your bond is $2,500.00 the premium of the bond should not be more than $250.00. In addition to this amount, the law also permits a onetime $25 initiation fee, T.C.A. §40-11-316) insist on a receipt. The law, (T.C.A. §40-11-304), requires a bail bondsman to keep duplicate receipt. The receipt must show the name of the person paying money or pledging property, the name of the person for whom it was paid, the account or purpose for which it is received, and the suit, action, or matter in which the money is paid. Collateral that can be required. If a bondsman insists on collateral and if the bondsman accepts collateral, the bondsman must give you a written receipt for the collateral, and the receipt shall give in detail a full description of the collateral received and the terms of redemption as required by (T.C.A. §40-11-126 (7) & §40-11-132).**

**ABONDSMAN MAY NOT LOCK YOU BACK UP OR SURRENDER YOU ARBITRARILY OR WITHOUT GOOD CAUSE. GOOD CAUSE MAY INCLUDE YOUR FAILURE TO PERFORM YOUR OBLIGATIONS UNDER THE CONTRACT YOU HAVE WITH YOUR BONDSMAN. (T.C.A. §40-11-126 (7) & §40-11-132).**

**X**

Principal (Defendant) Date

 **X**

Co-Principal Date

**AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION**

Purpose and Laws: This form, when properly completed, permits the release of confidential information about a person receiving services (service recipient) governed and regulated by Title 33, Tennessee Code Annotated. Any information to be released under this form shall be released in accordance with the following confidentiality laws and regulations: Title 33, Tennessee Code Annotated; the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its regulations at 45 Code of Federal Regulations (CFR) Parts 160 and 164; and the federal Confidentiality of Alcohol and Substance Abuse Patient Records and its regulations at 42 CFR Part 2. The records released through this Authorization are protected by the above named confidentiality laws and regulations. A general authorization for the release of medical or other information is NOT sufficient for the purpose of disclosing mental health or alcohol and substance abuse information. Federal rules restrict any use of alcohol and substance abuse information to criminally investigate or prosecute the person to whom the information pertains. Further disclosure of this information to parties other than those designated on this form is expressly prohibited without the express written consent of the person to whom the information pertains.

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, authorize (Print name of service recipient) (Print date of birth)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print name of agency/program making disclosure) and (Mailing address of agency/program making disclosure)

To disclose to\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Print name of person(s) or organization to which disclosure is to be made, and their mailing address)

The following information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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The purpose of the authorized disclosure is to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Specific purpose/use of the disclosure)

By signing this form, I (the service recipient) understand that if the person or organization designated on this form to receive the information is not a Health Plan or Health Care Provider, some of the released information may no longer be protected by the above named confidentiality laws and regulations. I also understand that signing this Authorization is voluntary, and that I am not required to sign this Authorization in order to get treatment, payment, enrollment, or eligibility for benefits. I also understand that I may revoke this Authorization by doing so in writing at any time; except to the extent that action has been taken in reliance on the information, and that the revocation does not affect any information that was released before the revocation. Even if I do not revoke this Authorization, **the Authorization expires automatically one (1) year from the date of signature or as follows:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Specify the date, event, or condition of expiration)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature of service recipient who is 16 years of age or older)\* (Date)**

**\***If a service recipient gives oral consent or signs with an X, this form must be signed by two (2) witnesses: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Witness) (Date) (Witness)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature of individual acting on behalf of the service recipient)\*\***

(Date)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date)**

**\*\*** If the individual signing this form is acting on behalf of the service recipient, the individual is: (1) the parent, legal guardian, or legal custodian of a service recipient who is under 18 years of age; (2) the conservator or guardian for the service recipient; (3) the *guardian ad litem* of the service recipient but only for the purposes of the litigation in which the *guardian ad litem* serves; (4) the attorney-in-fact under a power of attorney who has the right to make disclosures under the power for the service recipient; (5) the executor, administrator, or personal representative on behalf of a deceased service recipient; and (6) the treatment review committee, acting within the authority and scope of Tennessee Code Annotated Section 33-6-107. Appropriate documentation of proof of this individual’s authority to act on behalf of the service recipient must be submitted to the entity being asked to release the information **before** any information will be releas