

CONDITIONS AND TERMS OF HOME ARREST CONFINEMENT

The defendant, _____ having been fully advised of the alternatives, does hereby acknowledge and agree to the following terms and conditions of home arrest confinement:

1. The defendant shall be voluntarily confined to his/her agreed upon residence located at _____
City of _____ County of _____ State of Ohio, which has an operating telephone
number of _____ for the total duration of his/her confinement, which is _____ days, commencing on or about
_____ 19____ and ending on or about _____, 19____.
2. The defendant agrees to remain at the above residence at all times, except at those times approved by the Coshocton Municipal Court and the Home Arrest Department. The defendant also agrees not to leave the approved residence, except in the case of a life-threatening emergency. If the defendant has to leave the residence due to a life threatening emergency he/she will contact the Home Arrest Department by calling (740) 622-1052 within twenty-four (24) hours following the emergency. Other circumstances could constitute the offense of escape. The defendant understands that documentation and verification of any emergency will be required by the Court.
3. The defendant acknowledges that the above referenced telephone is a touch-tone line and is not a party line and does not have an answering machine, call forwarding, call waiting or any other similar feature attached and no such features will be added during the home arrest confinement period. A wall line mounting may be acceptable, however no wall phones will be permitted. The telephone line must be near (within 10 feet) of an electrical outlet.
4. The defendant understands that the home arrest confinement restrictions will be enforced by the use of computer technology. To insure compliance, they will be monitored by a tamper-proof, water-proof, non-removable ankle bracelet, which he/she agrees to wear twenty-four (24) hours a day during the entire period of home arrest confinement. The defendant acknowledges that the loss of a receiving signal, the receipt of a tamper signal or the receipt of a signal indicating absence from the residence is in violation of the home arrest confinement program and physical evidence indicating that the monitoring device has been tampered with or removed may constitute a violation of this agreement and a violation of the home arrest confinement program.
5. The defendant understands that this monitoring will be accomplished by a receiver attached to his/her residence telephone connected electronically by common carrier to a computer at the BI Corporation office and (shall) (shall not) include alcohol monitoring. In addition, the defendant understands that they shall be credited for 1/2 day against the sentenced jail term for each day successfully completed in the house arrest confinement program. None of such credit shall be applied against the sentenced jail term unless and until the defendant has successfully completed the entire home arrest confinement period set forth under Paragraph one (1) above. Also, the defendant may be monitored by telephone calls and personal visits to his/her approved residence by Coshocton Municipal Court Home Arrest, law enforcement officers and/or BI Corporation representatives.
6. The defendant understands that during the home arrest confinement period, he/she will remain within the walls of the residence, insuring his/her compliance with the home arrest monitoring device.
7. The defendant shall not attempt to move or disconnect the installed monitoring unit, unless so directed by the Home Arrest Officer or a BI Corporation representative.
8. The defendant agrees to be solely responsible for any expenses of electricity that may be incurred by the monitoring electronic device. The defendant also agrees to install and maintain a telephone at his/her expense and further agrees to keep the said telephone service in proper working order as a condition of this home arrest confinement.

9. The defendant shall be responsible for the cost of the home arrest monitoring equipment used in the residence, including installation fee of \$30.00 for Coshocton County residents and \$ 100. 00 for out of county residents. Payment shall be made at the rate of \$5.00 per day to Coshocton Municipal Court in installments two weeks (14 days) in advance and prior to installation. Failure to make prompt payment without an appropriate excuse shall constitute a violation of the home arrest confinement.
10. The defendant further understands that he/she may be held responsible for damages (other than normal wear and tear) to the equipment and if said equipment is not returned- in good condition, may be charged for replacement or repair and hereby agrees to pay for same.
11. The defendant agrees that the City of Coshocton, its employees , Coshocton Municipal Home Arrest Department, its agents and the company providing the electronic monitoring equipment are not liable for any damages and/or injuries as a result of the defendant wearing or tampering with the monitoring device and that any damages and/ or injuries associated with wearing or tampering with the monitoring device are a result of their own negligence.
12. The defendant agrees that the City of Coshocton, its Home Arrest Department, its agents or the Sheriff 's Department have no responsibility to provide food, shelter, clothing or medical and dental care to them during the home arrest confinement period.
13. The defendant has assigned _____, who resides at _____, telephone number _____ as a designated sponsor during the home arrest confinement period. Said sponsor shall arrange and handle all matters of business, personal needs or other transactions, etc. during the home arrest confinement period.
14. The defendant shall, without prior notice and upon the request of the Court or Home Arrest Department, submit to a breath, blood, or urine test for analysis for alcohol, drugs or metabolites of drugs. The cost of drawing and analyzing the breath, blood, sample shall be paid by the defendant.
15. A request by BI Corporation for submission of a breath sample shall be deemed a request by the Court, and the defendant shall comply with the instructions for equipment use and its operation. Further, a refusal to submit to a breath, blood or urine test upon request is a violation of the terms and conditions of the defendant's home arrest confinement program. Additionally, any test that registers as positive for alcohol /drug use, will be reported as a violation of the home arrest confinement program.
16. The defendant agrees to report any problems with the electronic monitoring or alcohol testing equipment immediately to the Home Arrest Officer or BI Corporation.
17. The defendant agrees to allow Coshocton Municipal Court Home Arrest and law enforcement officers and BI Corporation designated agents to enter the residence to install, maintain, repair or inspect the monitoring equipment and/or to verify the compliance of the terms and conditions of this agreement. This shall include forced entry, if necessary.
18. The defendant agrees to hang the telephone receiver up immediately upon hearing a clicking sound caused by the receiver/dialer, so that a monitoring request can be processed.
19. The defendant shall secure prior approval in writing from the Home Arrest officer for any work release, scheduled medical/dental appointments, church or other unscheduled out-of-home activity and provide verification of such necessities. If a work release is granted, the defendant will secure a written release from his employer agreeing to contact the Court if the defendant does not appear for work or does not conduct himself properly while at work.

20. The defendant understands and agrees that if he/she violates these terms or conditions, the Coshocton Municipal Court Home Arrest Department may revoke their participation in the home arrest confinement program and remand them to the custody -of the Coshocton County Sheriff to-serve the total of his/her sentence, with loss of good time or jail time credit. The defendant further understands that he/she may not be credited for any day of home arrest confinement if he/she does not satisfactorily complete said day. These terms and conditions shall extend to include any additional days required as a result of unsatisfactory days not credited.

21. The defendant understands that the home arrest confinement program is not part of any plea bargain arrangement or probation.

22. The defendant shall not associate with known felons or other offenders during the duration of the home arrest confinement. The defendant further agrees and acknowledges that only the following persons are permitted to be on the premises of the home arrest confinement with prior written authorization of the Home Arrest Dept.

23. The defendant shall not have any firearms or weapons on the premises of the home arrest confinement and shall certify in writing that all firearms and weapons have been removed from the premises prior to the commencement of the period of home arrest confinement.

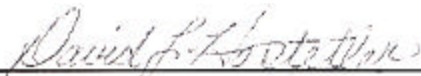
24. During the home arrest confinement, there shall be no drugs of abuse or alcoholic beverages in/or on the premises. In addition, no person under the influence of alcohol or drugs shall be on the premises.

25. Any offenses or acts of violence committed while on Home Arrest Confinement will be a violation of the terms and conditions of Home Arrest.

26. A finding of probable cause by this court that the defendant committed a subsequent offense during the home arrest confinement may result in a violation of the home arrest confinement.

27. I understand any false information given to the home arrest staff will result in immediate termination,

Date



Judge

Date

Home Arrest Officer

I, _____ have read, understand and agree to comply with all of the above conditions and terms of the Coshocton Municipal Court Electronically Monitored House Arrest Program. By signing this contract, I hereby waive the right to receive credit for any time served on electronically monitored house arrest toward any sentence of imprisonment imposed upon me for the offense for which the sentence of electronically monitored house arrest was imposed. If I violate any of the conditions and terms I further understand this may result in the re-imposition of my original sentence.

Defendant

Date

House Arrest Officer

Case Number

I, _____ hereby acknowledge that the Journal Entry (Home Arrest Confinement) and the conditions and Terms of Home Arrest Confinement have been read to me and explained to me. Although I am unable to read, I understand the contents of the Journal Entry (Home Arrest Confinement) and Conditions and Terms of Home Arrest Confinement and agree to the terms and conditions as set forth therein.

Date: _____

_____ Defendant

Home Arrest Officer

Name: _____

Case No. _____

_____ Defendant's Spouse/Sponsor

CERTIFICATION

I, _____ do hereby declare and certify that all firearms and weapons have been removed from the premises wherein I will serve my home arrest confinement period. I understand that there are to be no firearms or weapons on said premises during my home arrest confinement period.

Date

Defendant