

# Travis County Pretrial Services

## RULES AND AGREEMENT TO COMPLY WITH IGNITION INTERLOCK PROGRAM

I, the undersigned, have received a copy of the rules placing me on the Ignition Interlock Monitoring Program. As a condition of bond under Article 17.441 of the Texas Criminal Procedure-Code and Rules, I am ordered to participate in the program for the duration of my case. The rules and conditions of the program are clearly stated below and any violation of these rules may possibly result in a warrant being issued for my arrest.

1. I will not violate any federal, state or local laws and understand that my re-arrest may result in a change in the conditions of my bond or a revocation of my bond.
2. I will refrain from disorderly conduct, abusive language, or disturbing the peace while present at the office of the department.
3. I will abstain from the use of all alcoholic beverages, drugs, narcotics, and controlled substances or other intoxicants, unless lawfully prescribed by a licensed physician or dentist, and submit to drug tests.
4. *No alcohol or alcohol based products (mouthwash, cough syrup etc.)*  
I will comply with any and all conditions attached to my bond by the judge including but not limited to installation of the interlock device, alcohol counseling, urinalysis, etc.
5. I will appear in Court on all dates and times as required. I understand I am responsible for knowing my court date and if I do not know my court date I will contact my attorney, my Pretrial Officer, County Clerk's (512-854-9440) for Misdemeanors, District Clerk's (512-854-9420) for Felonies, County Information Line (512-854-9020) or check the Travis County Website <http://www.traviscountytx.gov/>
6. I am **ordered as a condition of bond to install an ignition interlock device which contains a camera** in my vehicle or the vehicle most regularly driven within **21 days of my release**. I understand that it is a violation of the condition of my release to operate a motor vehicle that is not equipped with the ignition interlock device, and that if I am observed operating a vehicle without the ignition interlock device installed, the Court will be notified. *No motorcycles, boats, jet skis, mopeds*
7. It is my responsibility to contact one of the ignition interlock companies to schedule an appointment for installation within **21 days of my release**. I will notify my interlock officer upon installation of the device, and I will not tamper or allow others to tamper with the device once it is installed.
8. It is my responsibility to pay for the installation and calibration fees of the ignition interlock device. Once the ignition interlock device is installed I must keep up with monthly appointments with the ignition interlock company. I am also aware that frequent missed or rescheduled appointments may result in a warrant issued for my arrest.
9. Once the interlock device is installed, I am required to pay a \$10 monthly monitoring fee to Travis County Pretrial Services. **The fee is due upon installation of the device and the 10th day of each subsequent month.**
10. I understand that I am responsible for all fees associated with the condition of Ignition Interlock.
11. *X* **Should I have a fail, I am aware it is required that I submit a validating re-test and that failure to do so will result in a violation.** The ignition interlock officer will be contacting me to discuss monthly reports if violations are detected, and it is my responsibility and in my best interest to return calls in a timely manner. Therefore, it is important that the ignition interlock officer have all numbers where I can be reached or a message left as well as my current address at all times.
12. If I am unable to install an interlock device (for example because I do not own a vehicle or my vehicle is inoperable), I may not be required to install an ignition interlock device, but it is my responsibility to provide sufficient evidence of such, **sign a waiver affidavit, and obtain a waiver from the court within 21 days of my release.** A waiver affidavit is a sworn statement before the courts stating I will not be driving and a waiver may be granted by a Judge in order to temporarily exempt me from having to install the ignition interlock device.
13. If any circumstances change such as my license is reinstated, I purchase a vehicle, or my vehicle is inoperable or is repaired and becomes operable while I am still out on bond, I am required to notify the ignition interlock officer and may be required to install the ignition interlock device.
14. If I fail to comply with any of my bond conditions and have made no attempt to remain in contact with the ignition interlock officer, I will have violated bond and a warrant will be issued for my arrest.

**I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THESE RULES AND INSTRUCTIONS, HAD THEM EXPLAINED TO ME, AND I FULLY UNDERSTAND WHAT IS EXPECTED OF ME WHILE I AM ASSIGNED TO A CASE MANAGEMENT PROGRAM OF PRETRIAL SERVICES.**

**ANY VIOLATIONS OF THESE RULES MAY RESULT IN POSSIBLE CONFINEMENT**

Defendant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Ignition Interlock Officer \_\_\_\_\_

Date \_\_\_\_\_

Follow-up date: CALL WHEN INSTALLED

DEADLINE DATE: \_\_\_\_\_