

--

BAIL CONTRACT

THIS IS A BINDING LEGAL AGREEMENT. READ BOTH SIDES CAREFULLY! YOU MAY WISH TO CONSULT AN ATTORNEY
 DO NOT SIGN THIS AGREEMENT UNTIL YOU UNDERSTAND ALL OF ITS CONTENTS
 NO FIRME ESTE CONTRATO HASTA QUE LO HAYA LEÍDO CUIDADOSAMENTE Y ENTENDER TODOS SUS CONTENIDOS

THIS BAIL CONTRACT AND AGREEMENT OF INDEMNITY (“Contract”) is entered into between the undersigned co-signer, guarantor, third-party indemnitor, defendant and/or applicant (“Indemnitor”) on one hand and the undersigned bail bonding agent (“Producer”) and the Producer’s appointing bail insurance company, Bankers Insurance Company (“Company”), collectively known as the “SURETY” on the other. Indemnitor has applied to SURETY for a bail bond, also known as an appearance bond (“Bond”), which undertaking by SURETY is incorporated herein as though fully set forth and is described as follows:

DEFENDANT (the person who <u>must</u> appear in court)		BOND AMOUNT	
COURT NAME (court where charges pending and Defendant must appear)		COURT CASE NUMBER	
PRODUCER NAME (Bail Bonding Agent)		PRODUCER LICENSE NUMBER	
BOND PREMIUM	FILING FEES (court / jail posting & filing fees paid by producer)	POWER #	
COLLATERAL AMOUNT		DESCRIPTION OF COLLATERAL	
All information must be supplied, if available.			

FOR VALUABLE CONSIDERATION the receipt and sufficiency of which is hereby acknowledged, Indemnitor agrees as follows:

1. Appearance in Court by Defendant is Mandatory. Indemnitor will cause the Defendant to physically appear before the court on the date and at the time required each and every time the Defendant is required to appear.
2. Indemnity and Reimbursement. Indemnitor agrees to reimburse SURETY for all loss, damage and expense incurred by reason of executing and posting the Bond. Indemnitor agrees to indemnify and hold SURETY harmless from all forfeitures, forfeiture judgments, demands, suits, and court proceedings related thereto, including attorney's fees and expenses incurred by SURETY with respect thereto, and from all damage, loss and expense, of any nature whatsoever, that SURETY may sustain as a consequence of having posted the Bond and any continuation, extension, alteration or replacement thereof, plus interest at the rate of twelve (12%) percent per annum. Indemnitor further agrees to pay all costs and expenses of apprehending or attempting to apprehend and return the Defendant to custody, including but not limited to fees and expenses of bail recovery agents and services.
3. Bond Revocation. SURETY, in its sole discretion, upon giving notice of bond revocation to appropriate authorities, may revoke the Bond and return the Defendant to custody at any time. Indemnitors waive any and all entitlement to prior notice of Bond revocation and the return of the Defendant to custody by SURETY.
4. Collateral. All collateral tendered to SURETY by Indemnitor is tendered as security to assure the SURETY that the Defendant will comply with the conditions of the Bond and that the SURETY will sustain no loss or expense. All collateral will be separately held by SURETY, without use, except as provided herein.
5. Indemnitor is entitled to receive a signed Collateral Receipt from the Producer to whom collateral is tendered. If collateral was tendered in connection with the Bond, Indemnitor acknowledges that the Producer provided Indemnitor with a signed original Collateral Receipt that accurately describes the collateral and its condition upon receipt by the Producer.
6. SURETY may use, sell or otherwise liquidate collateral, in a reasonable manner, to satisfy losses sustained as a result of the issuance of the Bail Bond after the expiration of thirty calendar (30) days following the entry of a bond forfeiture order by the Court. Additional authorized uses of the collateral and its proceeds include: (a) Actual costs for daily storage fees incurred by SURETY at public self-service storage facilities used to hold collateral; (b) The balance due on the premium, posting and filing fees due for the Bond; (c) Expenses and costs incurred to apprehend and return Defendant to custody, including the fees and expenses of bail recovery agents, also known as bounty hunters, and bail recovery services.
7. Collateral will only be returned to the same person who pledged the collateral.
8. Collateral will be returned within fourteen (14) working days after receipt of a Certificate of Discharge or a true copy the court order releasing and discharging the Bond. Trust Deeds upon real property will be released within thirty five (35) working days after SURETY receives a *Certificate of Discharge*, or a true copy the Court order releasing and discharging the Bail Bond from an INDEMNITOR. It is the Indemnitor's responsibility to provide SURETY with this documentation at the address of either the Producer, or Company, as shown above.
9. Real Property Pledged as Security. A promissory note, secured by a deed of trust in real property **HAS / HAS NOT [check one]** been pledged as security for losses that may be sustained by the SURETY.
10. Bond Claims/Forfeiture/Remission. SURETY has the exclusive right, in its sole and absolute discretion, to determine whether any claim or demand upon the Bond shall be paid, compromised, defended, appealed and whether to seek remission. Evidence of payment made by SURETY as a result of a bond claim, a forfeiture or Defendant's failure to appear shall be conclusive evidence of such payment and shall be binding upon Indemnitor and his/her estate both as to the propriety of such payment and the liability of Indemnitor to SURETY therefor.
11. Other Costs Due Upon a Failure to Appear. The SURETY may establish an investigative file to facilitate apprehension of the Defendant. The cost to establish such file is \$100.00, which is due and payable upon the Defendant's failure to appear. Indemnitor further agrees to pay for the actual time spent by the Producer or the associates of the Producer, at a reasonable hourly rate, for necessary administrative actions and filings required of the SURETY relating to the Defendant's failure to appear.
12. Modifications in Writing. Any waiver, alteration or modification of any of the printed provisions of this Contract shall be valid only if in writing and signed by the SURETY.
13. All obligations of the Indemnitor hereunder are irrevocable and shall be binding upon the legal representatives, successors and assigns of the Indemnitor. This Contract remains in force and is not terminated, modified or otherwise affected by: (a) Revocation of the Bond; (b) Any change in the status of the SURETY'S liability under the Bond; (c) Any change in the location, nature or status of court proceedings in which Defendant must appear, or (d) Any change in Defendant's whereabouts, physical condition or legal capacity.
14. A material false statement made on any of the paperwork associated with the Bond application shall be cause for revocation of the Bond and return of the Defendant to custody.
15. If a premium refund is ordered by the court after a bond is posted, premium will be returned in the amount and within the time specified in the court order. If the bail bond is not posted within twenty four hours, as required by law, all monies paid to the Producer must be returned within forty eight hours.
16. It is agreed that the SURETY relied upon Indemnitor's promises to fulfill all obligations under this contract, and upon the truth and accuracy of information supplied by Indemnitor on all associated bond application documents when making the decision to authorize, issue and post the Bond, and further agrees that the Bond would not have been posted in the absence of same.

