

INDEMNITOR/GUARANTOR CHECKLIST

FINANCIAL CASUALTY & SURETY, INC.

The Bail Insurance Company (fcs)

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Date : _____

Defendant : _____

Jail : _____

BOND

NO.: _____

Bail Amount: _____

Premium Amount: _____

Paid Down: _____

Unpaid Balance: _____

Cash Collateral: _____

(Initial Here)

- _____ 1. I have read and received a copy of the standard surety bail bond agreement.
- _____ 2. This indemnitor/guarantor checklist is intended to clarify and explain the standard surety bail bond agreement.
- _____ 3. I understand I am responsible to make the payments for money due on the premium as described above. Finance charges are computed on unpaid balances on the 30th day of each month at a rate of ten percent per annum. There is a 10 percent late fee on all scheduled payments not received within five days of the due date.
- _____ 4. I understand I am required to pay the amount of the bail premium every year in advance hereafter, until the surety is legally discharged from all liability on the bond(s) posted.
- _____ 5. I understand I am responsible for paying the full amount of the bond posted if the defendant does not appear in court, for every appearance and any other time ordered by the court, until defendant is sentenced or the court dismisses the case.
- _____ 6. The court will enter a forfeiture of the bail if the defendant fails to make any court appearance. I understand that if the bond is ordered forfeited and it is not ordered reinstated, or exonerated that I must pay the full amount of the bail forfeited to the bail agency.
- _____ 7. I understand I am responsible if it becomes necessary to arrest and surrender the defendant. That I am responsible for paying for investigation, location and apprehension time: this is billed at a rate of \$150 per hour per investigator plus expenses or 10 percent of bond whichever is greater.

Investigation costs will begin to accrue after a court forfeiture or when any co-signer requests the defendant be placed back in custody or when any condition exists as defined in the bail bond agreement. Specifically, but not limited to Sections Five and Eleven. If no investigation costs have been incurred prior to a voluntary surrender of defendant at the jail facility of the court specified on the bail receipt there will be no investigation cost charged. Reasonable court costs, as described in Paragraph 8 of this checklist, will be charged if applicable and a receipt will be provided.
- _____ 8. I understand that if the bail is ordered forfeited by the court, that I am responsible to pay court costs and reasonable appearance fees (a minimum of \$150) for the bail agency to reinstate or exonerate the bail bond if necessary.
- _____ 9. I understand that if I breach the bail bond agreement, by non-payment or any other action as defined by the bail agreement, I am responsible for any collection actions taken, including attorney fees and costs. Attorney's fees are a minimum of \$250 an hour. If any collection action needs to be taken a minimum \$250 fee will be charged.
- _____ 10. I understand that collateral cannot be released until all bonds posted on my behalf for the defendant have been exonerated, and written notice from the court provided to the bail agency.
- _____ 11. I understand that substitution of collateral is done at the discretion of the surety and the bail-bonding agency. There are no agreements to substitute collateral at a future date.
- _____ 12. I understand that it is my responsibility to request return of any collateral provided. There may be a delay of return of collateral until the bail agency has researched the exoneration date and verified the bail bond status with the appropriate courts. This process may be done faster if I obtain written verification of the bond exonerated from the court and provide it to the bail agency.
- _____ 13. This checklist is intended to explain and clarify the standard bail agreement, which is the entire contract with the bail agency. There are no additional terms nor are there any exemptions to the contract either in writing or verbally, that limit my responsibility under the bail agreement.
- _____ 14. I declare that all statements made on the application and financial statements are true. I agree to notify the bail agency within 48 hours of any changes, including but not limited to any change of address or employment of either the criminal defendant or myself.
- _____ 15. I understand the obligation under this agreement is joint and several. This means that I may be held solely and individually liable for up to the full amount owed for any and all charges, even if there are other cosigners on the agreement.
- _____ 16. Agreement of Venue: I agree that if legal action between the parties concerning this bail bond is brought, it shall be brought in and before a federal or state court in _____ County in the State of California.

••• I HAVE READ AND AGREE WITH THE ABOVE DECLARATIONS AND UNDERSTAND MY RESPONSIBILITIES AND OBLIGATIONS AS INDEMNITOR/GUARANTOR. •••

SIGNATURE: _____

SIGNATURE: _____

NAME (print): _____

NAME (print): _____

Received copy: _____