

AFFORDABLY EASY



INDEMNITOR/GUARANTOR CHECKLIST

DATE	_____	BOND AMOUNT	\$ _____
DEFENDANT	_____	PREMIUM AMOUNT	\$ _____
COLLATERAL	_____	DOWN PAYMENT	\$ _____
COURT DATE	_____	BAIL BOND	# _____

1. I have read and received a copy of the standard Bankers Insurance Company Agreement for Surety bail bond. I understand **Said defendant MUST appear in** _____ **BAIL BONDS office within (24) hours of release.**
2. I hereby authorize any person, agency, partnership, or corporation having any information concerning my character and financial reputation, to release such information to Bail Agency and/or Bankers Insurance Company. This information is to be used for possible contractual agreement between myself, Bail Agency and Bankers Insurance Company. I hereby release such person, agency, partnership, or corporation from liability which may be incurred in releasing any of my information to Bail Agency and/or Bankers Insurance Company including liability under Federal Law.
3. I understand I am responsible to make the payments for the money due on the premium as described above. **A 10% late fee** per annum will be applied to unpaid balances over 30 days late. (Note: Bankers Insurance Company is not a party to any premium financing. Any financial agreement is strictly between the bail agency and all parties signing). The premium paid is fully earned upon the release of the defendant.
4. If a defendant fails to appear in court, a Forfeiture of bail will be entered by the court. I understand that if the bond is ordered forfeited and is not ordered reinstated, or exonerated within the time allowed by law, that I am responsible to **pay the FULL amount of bond** forfeited plus any expenses to the bail agency.
5. I understand I am responsible if it becomes necessary to arrest and surrender the defendant. Also, we are responsible for paying for investigation, location and apprehension time; this is billed at a rate of **\$100.00 per hour** per investigator plus any expenses. Investigation cost will begin to accrue after the bond is ordered forfeit by the court or when any co-signer requests the defendant be placed back into custody.
6. I understand that if the bail is ordered forfeited by the court, that I am responsible to pay court costs and reasonable appearance or attorney's fees **(A MINIMUM FEE OF \$250.00 PER BOND)** for the bail agent to reinstate or exonerate the bail bond with the court.
7. By signing this form I acknowledge **PENAL CODE 844** and will cooperate with the company and /or its representatives in the apprehension of the defendant should he/ she fail to appear in court. Investigators may enter any premises they have grounds to believe the defendant is located at.
8. I understand that if I am in default of the bail bond agreement by nonpayment or any other actions as defined by the bail agreement, I am responsible for any collection actions including but not limited to late fees, interest, attorney costs and outside collection agency fees.
9. I understand that if I have collateral placed on said bail bond(s), it cannot be released until all bonds posted on defendant's behalf have been paid in full and a written exoneration from the court has been received by the bail agency. Substitution of collateral can only be done at the discretion of the surety and the bail bond agency.
10. 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 court.
11. I declare that all statements made on the application and financial statements are true. I agree to notify the bail agency **with (48) hours of any changes**, including but no limited to change of address, change of phone number, and /or employment of either the myself of said defendant.
12. I understand the obligations under this agreement are 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 changes, even if there are multiple co-signers on the agreement.
13. 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 San Diego and in the State of California.

I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE TERMS.

DEFENDANT: _____

INDEMNITOR: _____

PRINT NAME: _____

PRINT NAME: _____