ELKO

911 BAIL BONDS

DEFENDANT – SURETY BAIL BOND APPLICATION & AGREEMENT

911 Bail Bonds, Inc. ● Surety: Financial Casualty & Surety, Inc.

Agent: Deborah Ann Barnhart, Bail Agent, Lic. #3889991

Please print clearly and complete every section. Write "N/A" if a question does not apply. False statements on this application are a breach of your bail bond agreement.

DEFENDANT INFORMATION

FULL NAME (FIRST, MIDDLE, LAST)				DATE OF APPLICATION	CELL PHONE
ALIAS / NICKNAME / STREET NAME				EMAIL	
SOCIAL SECURITY NO.		DATE OF BIRTH		PLACE OF BIRTH	
HEIGHT	WEIGHT	EYE COLOR	HAIR COLOR	SCARS / TATTOOS / MARKS	
ADDRESS				APT. #	RESIDENCE Own Rent
CITY	STATE	ZIP CODE	LANDLORD		
PREVIOUS ADDRESS					

BOND INFORMATION

OFFENSE	CASE #	POWER #	AMOUNT $	PREMIUM $

COURT	APPEARANCE DATE	TIME	TOTAL AMOUNT $	TOTAL PREMIUM $

EMPLOYMENT

PRESENT OCCUPATION(S)		PREVIOUS OCCUPATION	
EMPLOYER		SHIFT	HOW LONG
EMPLOYER ADDRESS		JOB TITLE	PHONE
PREVIOUS EMPLOYER			HOW LONG
UNION			LOCAL #

SPOUSE

SPOUSE FULL NAME	DATE OF BIRTH	SOCIAL SECURITY NO.
MAIDEN NAME	OCCUPATION(S)	
EMPLOYER	SHIFT	HOW LONG
EMPLOYER ADDRESS	JOB TITLE	PHONE

CHILDREN

CHILD'S NAME	AGE	ADDRESS, CITY, STATE, ZIP	SCHOOL / EMPLOYER	PHONE

VEHICLE

AUTO YEAR	MAKE	MODEL	COLOR	TAG #	STATE
AMOUNT OWED $	LIEN HOLDER				
INSURANCE AGENT & COMPANY					

OTHER INFORMATION

DRIVER'S LICENSE #	STATE	EXPIRATION DATE
PREVIOUS ARRESTS FOR	WHERE	
ON PROBATION / PAROLE Yes No	WHERE	PROBATION / PAROLE OFFICER
CREDIT CARD COMPANY	LAST 4 DIGITS ONLY	
CREDIT CARD COMPANY	LAST 4 DIGITS ONLY	
ATTORNEY	ATTORNEY ADDRESS	ATTORNEY PHONE

RELATIVES & FRIENDS

RELATIONSHIP	NAME	ADDRESS, CITY, STATE, ZIP	PHONE
Mother			
Father			
Sibling			
Sibling			
Sibling			
Sibling			
Mother-in-Law			
Father-in-Law			
Grandparent			
Best Friend			
Ex-Spouse			

TERMS & CONDITIONS OF FINANCIAL CASUALTY & SURETY, INC.

Financial Casualty & Surety, Inc. • P.O. Box 4479, Houston, TX 77210 • 877-737-2245 (toll free) • 713-351-8401 (fax)

I have read and explained to me and understand the following terms and conditions of **Financial Casualty and Surety Inc.**, hereafter called Financial Casualty, executing the above-listed surety bail bond (s) on my behalf.

1. Financial Casualty shall have control and jurisdiction over me during the term of which my bail bond is executed and shall have the right to apprehend and surrender me to the proper officials at any time for violation of my bail bond obligations to the Courts and Financial Casualty as provided by law.

2. It is understood and agreed that any one of the following actions by me shall constitute a **breach of my obligations** to Financial Casualty and that Financial Casualty and/or its agent **shall have the right to forthwith apprehend and surrender me** in exoneration of my bail bond.

a. If I depart the jurisdiction of the Court without the written consent of the Court, or Financial Casualty or its agent.

b. If I move from one address to another or change my phone number without notifying Financial Casualty or its agent.

c. If I commit any act that shall constitute reasonable evidence of my intention to cause a forfeiture of my bail bond.

d. If I am arrested and incarcerated for any offence other than a minor traffic violation.

e. If I make any false statements in my surety bail bond application and agreement with financial casualty.

3. If I depart the jurisdiction of the Court where my bail bond is posted by Financial Casualty for any reason. I am captured by Financial Casualty and/or its agent, or any law enforcement agency, in a state other than the one where my bail bond is posted. I hereby agree to return to the state of our original jurisdiction voluntarily. I hereby waive extradition proceedings and further consent to applying such reasonable force as may be necessary to effect such return.

4. I hereby waive any and all rights I may have under Title 29, Privacy Act, Freedom of Information Act, Title 6, Fair Credit Reporting Act, and any such local or state law. I consent to an authorize financial casualty and/or its agent to obtain any and all private or public information and/or records concerning me from any party or agency, private or governmental local state federal, including but not limited to Social Security records, criminal records, civil records, driving records, telephone records, medical records, school records, workmen's compensation records, and employment records. I authorize without reservation any party or agency, private or governmental, local, state, or federal, contacted by Financial Casualty, and/or its agent to furnish any and all private and public information and records in their possession concerning me to Financial Casualty, and/or its agent.

DEFENDANT'S SIGNATURE	**DATE**
DEFENDANT'S PRINTED NAME	**COPY RECEIVED (INITIALS)**
AGENT SIGNATURE	**DATE**

Deborah Ann Barnhart, Bail Agent, Lic. #3889991 — 911 Bail Bonds, Inc.

ELKO

911 BAIL BONDS

DEFENDANT RULES & CHECK-IN REQUIREMENTS

911 Bail Bonds, Inc. ● Surety: Financial Casualty & Surety, Inc.

Agent: Deborah Ann Barnhart, Bail Agent, Lic. #3889991

DEFENDANT NAME	CASE NO.	POWER NO.

Under your bail bond agreement, you **must** follow the rules below to stay on bond with 911 Bail Bonds. **Initial next to each rule.**

☐ 1. **Report in person** to 911 Bail Bonds, 531 Court Street, Elko, within **24 hours of release**. Bring photo identification.

☐ 2. **Check in every week** by texting **"[Your Full Name], checking in"** to **(775) 385-2200** on the day written below.

WEEKLY CHECK-IN DAY: _____

☐ 3. **Text (775) 385-2200 within 24 hours** of any change to your employment, phone number, or home address.

☐ 4. **Before leaving Nevada**, text (775) 385-2200 your destination city and state and your return date. You must also have any permission required by the Court.

☐ 5. **If you miss a court date, call us immediately** so we can help you get back on the court calendar and out of warrant status.

Failure to follow these rules is a violation of your bail bond agreement and may result in revocation of your bond and your surrender to custody.

DEFENDANT SIGNATURE	DATE
DEFENDANT PRINTED NAME	**COPY RECEIVED (INITIALS)**

Important Contacts

Office	Address	Phone	What to call about
Elko Township Justice Court	571 Idaho Street, Elko	**(775) 738-8403**	Call to find your next court date. You will pass through a metal detector, so leave metal objects at home.
Fourth Judicial District Court (felony cases)	571 Idaho Street, Elko	**(775) 753-4601**	If your case is bound over to District Court, call here for your court date.
Elko County Public Defender	569 Court Street, Elko	**(775) 738-2521**	Call to find out who your public defender (your lawyer) is. Across the street from the courthouse.
911 Bail Bonds	531 Court Street, Elko	**(775) 385-2200**	Need a ride to court? Call us to arrange a free ride.*

* Rides available within 25 miles of the Elko Justice Court.

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911 BAIL BONDS

DEFENDANT'S AUTHORIZATION TO RELEASE INFORMATION

911 Bail Bonds, Inc. ● Surety: Financial Casualty & Surety, Inc.

Agent: Deborah Ann Barnhart, Bail Agent, Lic. #3889991

DEFENDANT NAME	DATE OF BIRTH	POWER NO.

I, the Defendant named above, authorize any person, company, agency, or organization to release records and information about me to **911 Bail Bonds, Inc.** and **Financial Casualty & Surety, Inc.**, their agents and representatives, and the law enforcement agencies and attorneys assisting them (together, the "Recipients").

1. Purpose

This information will be used to verify the statements in my bail bond application and, if I fail to appear or otherwise breach my bail bond obligations, to locate me and my associates.

2. Records Covered

Bank and other financial institution statements and account information; tax records; postal and billing records (utilities, telephone, etc.); military records; credit card records; court records; criminal history records; employment and employment benefit records; Social Security records; and medical and dental records, limited to the information needed to locate me (such as dates and places of treatment and contact information).

3. Duration and Right to Revoke

This authorization remains in effect until my bail bond is exonerated by the Court and all of my obligations under my bail bond agreement are satisfied. I may revoke it at any time by written notice delivered to 911 Bail Bonds, Inc., except to the extent action has already been taken in reliance on it.

4. Acknowledgments

- Information released under this authorization may be re-disclosed by the Recipients and may no longer be protected by federal or state privacy laws.
- No health care provider may condition my treatment, payment, enrollment, or eligibility for benefits on whether I sign this authorization.
- I release from civil liability any person or organization that releases information in good-faith reliance on this authorization.
- If I do not meet my obligations to the Court, the Recipients may pursue the remedies available under my bail bond agreement and Nevada law, including seeking a court judgment against me.
- A photocopy, fax, or electronic copy of this authorization is as valid as the original.

DEFENDANT SIGNATURE	DATE	COPY RECEIVED (INITIALS)

AGENT SIGNATURE	DATE

Deborah Ann Barnhart, Bail Agent, Lic. #3889991 — 911 Bail Bonds, Inc.

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911 BAIL BONDS

DEFENDANT & INDEMNITOR AGREEMENT (NEVADA)

911 Bail Bonds, Inc. ● Surety: Financial Casualty & Surety, Inc.

Agent: Deborah Ann Barnhart, Bail Agent, Lic. #3889991

DEFENDANT NAME	CASE NO.	POWER NO.
INDEMNITOR NAME	BOND AMOUNT $	PREMIUM $

This Agreement is between **911 Bail Bonds, Inc.** ("911 Bail Bonds"), the Defendant, and the Indemnitor named above, in connection with the bail bond written through Financial Casualty & Surety, Inc. Each signer must initial every section where indicated.

1. Premium

DEFENDANT INITIALS ☐ INDEMNITOR INITIALS ☐

The premium is charged as authorized by NRS 697.300 and is **fully earned when the bond is posted**. It is not refunded because the case is dismissed, the Defendant pleads or is sentenced, or the bond is later exonerated or revoked. The only exception is NRS 697.330: if 911 Bail Bonds surrenders the Defendant before the scheduled appearance **without good cause**, the premium will be returned in full.

2. Indemnitor Liability

DEFENDANT INITIALS ☐ INDEMNITOR INITIALS ☐

The Indemnitor guarantees the Defendant's appearance and agrees to pay any amount that 911 Bail Bonds or the surety must pay because of a forfeiture of the bond, plus the expenses permitted by NRS 697.300(1)(c) and (d). This obligation is **continuous and cannot be withdrawn** unless:

- (a) the Defendant is surrendered to custody and the bond is exonerated; or
- (b) 911 Bail Bonds accepts a substitute Indemnitor in writing.

3. Collateral

DEFENDANT INITIALS ☐ INDEMNITOR INITIALS ☐

Collateral will be receipted in writing, held in a fiduciary capacity, and kept separate from 911 Bail Bonds' own funds (NRS 697.320; NAC 697.460). It will be returned to the person who deposited it once the bond is **exonerated by the Court** and the obligations under this Agreement are discharged. If the bond is forfeited, the collateral may be applied to the forfeiture and allowable expenses, and any excess will be returned.

If collateral is a **vehicle title**, the Indemnitor agrees that:

- The title is signed over and held by 911 Bail Bonds as security.
- If the bond is forfeited and the forfeiture is not set aside, the Indemnitor will deliver the vehicle to 911 Bail Bonds on request so it can be sold to satisfy the forfeiture and allowable expenses. Any excess will be returned to the Indemnitor.
- If the Indemnitor keeps possession of the vehicle, the Indemnitor will provide a spare key and proof of insurance listing 911 Bail Bonds, Inc. as lienholder.

4. Surrender of the Defendant

DEFENDANT INITIALS ☐ INDEMNITOR INITIALS ☐

911 Bail Bonds may surrender the Defendant to custody before the scheduled appearance only for **good cause**, as provided in NAC 697.550. Good cause includes, but is not limited to:

- Credible information that the Defendant intends not to appear in court;
- Materially false information in the Defendant's application;

- An increase in bail by the Court beyond 911 Bail Bonds' underwriting criteria;
- A material change in the collateral posted, including collateral withdrawn or lost because of the Indemnitor's default;
- A change of address or phone number without reasonable notice to 911 Bail Bonds;
- A new crime, other than a minor traffic violation, committed while on bail;
- Failure to appear in court at the appointed time; or
- A finding of guilt by a court of competent jurisdiction.

Failure to report or check in as required by the Defendant Rules (Form 911-D1) may be treated as information that the Defendant intends not to appear. If the Defendant is surrendered early, 911 Bail Bonds will file the notice required by NAC 697.550(3).

5. Remedies on Default

DEFENDANT INITIALS ☐ INDEMNITOR INITIALS ☐

If the Defendant or the Indemnitor defaults under this Agreement, 911 Bail Bonds may pursue collection through the courts, including a judgment and any liens allowed by law after judgment.

6. Costs

DEFENDANT INITIALS ☐ INDEMNITOR INITIALS ☐

If the bond is forfeited or the Defendant is surrendered for good cause, the Defendant and the Indemnitor are each responsible for the actual, reasonable expenses allowed by NRS 697.300(1)(c) and (d), including apprehension, transportation, and court costs. In any action to enforce this Agreement, 911 Bail Bonds may recover its reasonable attorney's fees and costs.

7. Governing Law and Venue

DEFENDANT INITIALS ☐ INDEMNITOR INITIALS ☐

This Agreement is governed by Nevada law. Any dispute will be heard in a court of competent jurisdiction in Elko County, Nevada.

8. Copies

DEFENDANT INITIALS ☐ INDEMNITOR INITIALS ☐

Each signer acknowledges receiving a copy of this Agreement (NAC 697.450; NAC 697.470).

DEFENDANT SIGNATURE	**DATE**
DEFENDANT PRINTED NAME	**PHONE**
INDEMNITOR SIGNATURE	**DATE**
INDEMNITOR PRINTED NAME	**PHONE**
AGENT SIGNATURE	**DATE**

Deborah Ann Barnhart, Bail Agent, Lic. #3889991 — 911 Bail Bonds, Inc.

Forms D4 and D5: Only if you are bailing yourself out

If someone else is co-signing your bond, skip these pages. Your co-signer (Indemnitor) signs them in the Co-Signer Packet.

No co-signer? You sign as your own Indemnitor.

If you are bailing yourself out, you are both the Defendant and the Indemnitor on the next two forms. Everywhere these forms say "Indemnitor," "Guarantor," or "Co-Signer," it means you.

What to sign

• D4: Surety Bail Bond Agreement (Form 911-I3, 3 pages). This is your agreement with Financial Casualty & Surety, Inc., the insurance company backing your bond. Sign and fill in BOTH the "Indemnitor" and the "Defendant" signature blocks on the last page.

• D5: Indemnitor / Guarantor Checklist (Form 911-I2, 3 pages). Initial next to each item, then sign as the Indemnitor. Your agent will fill in the Bond and Checklist Amounts boxes.

In plain terms

By signing these forms you agree to go to every court date. If you do not, and the bond is forfeited, you are responsible for paying the bond amount and the costs allowed by Nevada law. The premium is fully earned when the bond is posted and is not refundable.

Questions?

Read everything before you sign. If anything is unclear, call or text Deborah 24/7 at (775) 385-2200 before you sign. 911 Bail Bonds cannot give legal advice.

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911 BAIL BONDS

SURETY BAIL BOND AGREEMENT

911 Bail Bonds, Inc. ● Surety: Financial Casualty & Surety, Inc.

Agent: Deborah Ann Barnhart, Bail Agent, Lic. #3889991

DEFENDANT NAME	CASE NO.	POWER NO.
INDEMNITOR NAME (PRINT)	BOND AMOUNT $	PREMIUM $

You are assuming specific obligations – READ CAREFULLY!

This AGREEMENT is made between the undersigned Indemnitor named above, hereinafter called "*Indemnitor*" and **FINANCIAL CASUALTY & SURETY, INC.**, hereinafter called "*Company*").

WITNESSETH:

WHEREAS, the Company has executed, or is about to execute, on behalf of and/or at the instance of the Indemnitor, the Bond or undertaking described in the foregoing application, upon the security and indemnity herein provided, which application is hereby referred to and made a part of this Agreement.

NOW THEREFORE, in consideration of the execution by the Company of such Bond or undertaking, the Indemnitor covenants and agrees with the Company as follows:

1. The Indemnitor will pay the Company, or its duly authorized Agent, a premium in the amount shown above as "Premium."

2. The Indemnitor will at all times indemnify and keep indemnified the Company and save harmless the Company from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which the Company shall at any time sustain or incur, and as well from all orders, decrees, judgments and adjudications against the Company by reason or in consequence of having executed such Bond or undertaking in behalf of and/or at the instance of the Indemnitor (or any of them) and will pay over, reimburse and make good to the Company, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, costs, expense, suit, order, decree, payment and/or adjudication against the Company by reason of execution of such Bond or undertaking and any other Bonds or undertakings executed in behalf of and/or at the instance of the Indemnitor and before the Company shall be required to pay thereunder. The liability for legal fees and disbursements includes all legal fees and disbursements that the Company may pay or incur in any legal proceedings, including proceedings in which the Company may assert or defend its right to collect or to charge for any legal fees and/or disbursements incurred in earlier proceedings.

3. The Indemnitor will immediately notify the Company at its principal office in the City of Houston, P.O. Box 4479, 77210-4479 of making of any demand or the giving of any notice, or the commencement of any proceeding or the fixing of any liability which the Company may be required to discharge by reason of the execution of any such Bond or undertaking.

4. The vouchers or other evidence of payment by the Company, in discharge of any liability under or incurred in connection with any such Bond or undertaking or incurred in connection with any collateral held by the Company, shall be conclusive evidence against the Indemnitor of the fact and amount of the liability of the Indemnitor to the Company.

5. In the event the Company executes any Bond or undertaking with Co-Sureties, or reinsures any portion of any such Bond or undertaking, or procures the execution of any such Bond or undertaking, the Indemnitor agrees that all of the terms and conditions of this instrument shall apply to and operate for the benefit of the Company, the procured sureties and/or co-sureties and/or reinsurers as their respective interests may appear.

6. The Company shall have the right at any time, without notice to the Indemnitor, to transfer and assign this Agreement and/or the collateral pledged hereunder, to any Reinsurer, Co-Surety or Insurance Company which may

take over and assume, in whole or in part, the obligation of the Company under any such Bond or undertaking and thereupon the transferee shall become vested with all the powers and rights given to the Company hereunder and the Company shall be relieved and fully discharged from any liability or responsibility for said collateral and under this Agreement.

7. The Indemnitor agrees that the Company may at any time take such steps as it may deem necessary to obtain its release from any and all liability under any of said Bonds or undertakings, and it shall not be necessary for the Company to give the Indemnitor notice of any fact or information coming to the Company's notice or knowledge concerning or affecting its rights or liability under any such Bond or undertaking, notice of all such being hereby expressly waived; and that the Company may secure and further indemnify itself against loss, damages, and/or expenses in connection with any such Bond or undertaking in any manner it may think proper including surrender of the Defendant (either before or after forfeiture and/or payment) if the Company shall deem the same advisable; and all expenses which the Company may sustain or incur or be put to in obtaining such release or in further securing itself against loss, shall be borne and paid by the Indemnitor.

8. The Indemnitor hereby authorizes any attorney of any court or record to appear for him or them in and before any court, in any action, suit or proceeding, and receive process on behalf of the Indemnitor, or waive the issuing and service of process, and enter or confess judgment, or permit judgment to be entered, against the Indemnitor (jointly and/or jointly and severally) in favor of the Company, for the amount of any forfeiture which may be taken against the Company on the said Bond or undertaking and for the amount of any and all sums hereinbefore referred to in paragraphs 1, 2 and 7; and to release all error and waive all right to a stay of execution or appeal; and to do and perform all acts and execute all papers in the name of the Indemnitor in order to carry into effect the authority hereinabove given in as full and ample a manner as the Indemnitor might do if personally present, hereby ratifying and confirming all that the said attorney shall do or cause to be done by virtue thereof and the Indemnitor hereby irrevocably waives the benefit or advantage of any and all valuation, stay, appraisement, or homestead exemption law or laws of any state of the United States, now in force or hereafter enacted.

9. This instrument shall be binding not only upon the Indemnitor (or Indemnitors, jointly and/or jointly and severally), but as well upon the heirs, executors, administrators, successors, and assigns of the Indemnitor.

10. The Company reserves the right to decline to issue the Bond for which application is hereby made, and no claim shall be made against the Company in consequence of its failure to execute such Bond; nor shall any claim be made in case the Bond, if executed, is not accepted by or on behalf of the obligee.

11. The Indemnitor hereby warrants that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of inducing the Company to become surety or to procure suretyship on the Bond or undertaking applied for herein, with the intent and purpose that they be fully relied on.

12. The Company shall not be first obliged to proceed against the Principal(s) on any such Bond or undertaking before having recourse against the Indemnitor or any of them, the Indemnitor hereby expressly waiving the benefit or any law requiring the Company to make claim upon or proceed or enforce its remedies against the Principal(s) before making demand upon or proceeding and/or enforcing its remedies against any Indemnitor.

13. The acceptance of this Agreement and of the Indemnitor agreement to pay premiums on the execution and on continuance of said Bond or undertaking, and/or the acceptance at any time by the Company of other collateral security or agreement, shall not in any way abridge or limit the right of the Company to be subrogated to any right or remedy, or limit any right or remedy which the Company may otherwise have, acquire, exercise or enforce under this or any other agreement or by law allowed, and the Company shall have every right and remedy which an individual surety acting without compensation would have; all such rights being construed to be cumulative and for the sole benefit of the Company, its successors and/or assigns.

14. If any provision or provisions of this instrument are void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be void or vitiated hereby, but shall be construed and enforced with the same effect as though such provision or provisions were omitted.

15. In making application for the hereinabove described Bail Bond we warrant all of the statements made on the this instrument to be true and we agree to advise the Surety or its Agent of any change (especially change of address) within 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the Defendant without any liability for the return of any part of the premium.

THE PREMIUM PAID ON THIS BOND IS NOT RETURNABLE

INDEMNITOR

IN TESTIMONY WHEREOF I have hereunto set my hand on the date signed below.

INDEMNITOR'S SIGNATURE _____ DATE SIGNED _____

INDEMNITOR'S NAME (PRINT) _____

ADDRESS _____ CITY _____ ZIP _____

PHONE _____ D.L. # _____ SSN _____ DOB _____

DEFENDANT

IN TESTIMONY WHEREOF I have hereunto set my hand on the date signed below.

DEFENDANT'S SIGNATURE _____ DATE SIGNED _____

DEFENDANT'S NAME (PRINT) _____

ADDRESS _____ CITY _____ ZIP _____

PHONE _____ D.L. # _____ SSN _____ DOB _____

AGENT SIGNATURE _____ DATE _____

Deborah Ann Barnhart, Bail Agent, Lic. #3889991 — 911 Bail Bonds, Inc.

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911 BAIL BONDS

INDEMNITOR / GUARANTOR CHECKLIST

911 Bail Bonds, Inc. ● Surety: Financial Casualty & Surety, Inc.

Agent: Deborah Ann Barnhart, Bail Agent, Lic. #3889991

Financial Casualty & Surety, Inc. (FCS) • P.O. Box 4479, Houston, Texas 77210-4479 • 877-737-2245 • Fax 713-580-6401 • FCS-125

BOND			
DATE	DEFENDANT		JAIL
BOND NO.	BAIL AMOUNT $	PREMIUM AMOUNT $	AMOUNT PAID DOWN $
UNPAID BALANCE $	CASH COLLATERAL $	INDEMNITOR	

CHECKLIST AMOUNTS			
LATE FEE %	INVESTIGATOR RATE $/HR	OR % OF BOND	MINIMUM APPEARANCE FEE $
ATTORNEY RATE $/HR	MINIMUM COLLECTION FEE $	VENUE COUNTY	VENUE STATE

Initial next to each item.

☐ **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 late fee (percent shown in Checklist Amounts above) 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 the investigator rate per hour per investigator plus expenses or the percent of bond shown in Checklist Amounts above, 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 the Minimum Appearance Fee shown above) for the bail agency to reinstate or exonerate the bail bond if necessary.

☐ **9.** I understand that if I breech 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 the Attorney Rate shown above an hour. If any collection action needs to be taken a minimum fee (Minimum Collection Fee shown above) 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 exoneration 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 the County and State shown in Checklist Amounts above.

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

INDEMNITOR SIGNATURE	**CO-INDEMNITOR SIGNATURE**
INDEMNITOR NAME (PRINT)	**CO-INDEMNITOR NAME (PRINT)**
RECEIVED COPY (INITIALS)	**RECEIVED COPY (INITIALS)**