

Date : _____

BOND NO: _____

Defendant : _____

BAIL AMOUNT: \$ _____

Jail : _____

PREMIUM AMOUNT: \$ _____

AMOUNT PAID DOWN: \$ _____

UNPAID BALANCE: \$ _____

(Read and initial 1-16)

- ____ / ____ 1. I have read and received a copy of the standard 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. There is a 20% late fee on all scheduled payments not postmarked by 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 bonds posted.
- ____ / ____ 5. I understand I am responsible for paying the full amount of the bond(s) posted if the defendant does not appear in court, for every appearance and every other time ordered by the court, until defendant is sentenced or the case is dismissed by the court
- ____ / ____ 6. A forfeiture of the bail will be entered by the court if the defendant fails to make any court appearance. I understand that if the bond is ordered forfeited and 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 investigation, location and apprehension time: this is billed at a rate of \$250 per hour per investigator plus expenses or 10% of bond whichever is greater.

Investigation cost 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 paragraph four. If no investigation costs have been incurred prior to a voluntary surrender of defendant at the jail facility or court specified on the bail receipt there will be no investigation cost charged. Reasonable court cost, 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 \$250) 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 \$300 an hour. If any collection action needs to be taken a minimum \$250 fee will be charged.
- ____ / ____ 10. I understand that collateral can not 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 bond agency.
- ____ / ____ 11. I understand that the 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 the 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 provided 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 statement are true. I agree to notify the bail agency, within 48 hours of any changes, including but not limited to any changes of address or employment of either myself or the criminal defendant.
- ____ / ____ 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 LOS ANGELES COUNTY in the STATE OF CALIFORNIA

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

SIGNATURE: _____

SIGNATURE: _____

NAME (PRINT): _____

NAME (PRINT): _____