



INDEMNITOR / GUARANTOR CHECKLIST

Date _____

DEFENDANT _____	BOND AMOUNT \$ _____
COLLATERAL _____	PREMIUM AMOUNT \$ _____
COURT DATE _____	DOWN PAYMENT \$ _____
	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 person at Mr. NICE GUY 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. 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. 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.
- _____ 6. 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.
- _____ 7. 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.
- _____ 8. 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.
- _____ 9. 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.
- _____ 10. 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.
- _____ 11. 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.
- _____ 12. 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 not limited to change of address, change of phone number, and /or employment of either the myself of said defendant.
- _____ 13. 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.
- _____ 14. 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 Orange County and the State of California.
- _____ 15. I understand that if Mr. Nice Guy Bali Bonds attempts to contact me or the said defendant, we **MUST** return the phone call to Mr. Nice Guy Bail Bonds within (24) hours of attempt to reach us. Failure to do so could result in default of contract.

I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE TERMS

DEFENDANT: _____

INDEMNITOR: _____

INDEMNITOR: _____

INDEMNITOR: _____