

# TOLER BAIL BONDS

## BAIL BOND AGREEMENT

### SECTION C

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WHEREAS, the undersigned, hereinafter called the First Parties, whether one or more, have made or do now make application to **TOLER BAIL BONDS** hereinafter called the Second Party, to have executed or secure the execution by the AMERICAN SURETY CO., a corporation, hereinafter called the Surety, of a

Bail Bond in the penal sum of \$ \_\_\_\_\_ on behalf of \_\_\_\_\_ hereinafter called Defendant, and

WHEREAS, upon and with the express understanding and condition that the First Parties would execute this agreement, the Second Party has heretofore arranged for the execution of said Bail Bond or does hereby agree to arrange for the execution of the same.

NOW, THEREFORE, in consideration of the Second Party arranging for the execution of the Bail Bond aforementioned, or in the event that said Bail Bond shall already have been executed and the Defendant released from custody thereon, then and for and in consideration of the Second Party causing the Surety to permit the Defendant to remain for the time being free from the custody of the Court under said Bail Bond, the First Parties and each of them do hereby jointly and severally agree and promise as follows:

#### FIRST

TO PAY TO THE SECOND PARTY THE SUM OF \$ \_\_\_\_\_ as non-refundable premium for and upon the execution of said Bail Bond and a like sum annually in advance each year hereafter until the Surety shall be legally discharged from all liability there under, and to pay to the Second Party guard fees and charges for the extraordinary services, if any.

The said premium shall be regarded as fully earned immediately upon the filing of said Bail Bond, and the fact that the Defendant may have been improperly taken into custody or his Bail reduced, or his cause dismissed forthwith shall not obligate the Second Party to waive or return said premium or any portion thereof.

#### SECOND

To indemnify and to at all times hold harmless the Second Party or the Surety from and against any and all liability, demands, expenses, attorneys fees, debts, damages, judgments, or losses of every kind, character or nature that the Second Party or the Surety shall or may at any time or for any cause sustain, incur or be put to by reason of the execution or the arranging or obtaining the execution of the bail bond aforementioned or any renewal thereof or any bond issued in continuance thereof or as a substitute therefore: to pay to the Second Party or the Surety immediately upon demand the penal amount of said bail bond whenever the Second Party or the Surety deems such payment necessary for protection, upon any change of condition which increases the hazard, which sum shall be retained and used by the Second Party or the Surety as security hereunder: **TO PAY TO THE SECOND PARTY OR THE SURETY IMMEDIATELY UPON THE DECLARATION OF FORFEITURE OF SAID BAIL BOND THE PENAL AMOUNT THEREOF.**

#### THIRD

To aid and cooperate with the Second Party or the Surety in securing the release or exoneration of the Second Party or the Surety from and all liability under said bail bond, including the surrender of the Defendant to the custody of the Court should the Second Party or the Surety in its sole discretion deem such action necessary or advisable, and even though such surrender may have been made before the bail bond has been forfeited or any liability incurred thereon by the Second Party or the Surety and no obligation shall exist on the part of the Second Party or the Surety to return or waive the premium or any portion thereof, except as may be otherwise required bylaw or the rules of the Insurance Commissioner.

#### FOURTH

To reimburse the Second Party or the Surety for any and all expenses or liabilities incurred in searching for, recapturing or returning Defendant to the custody of the Court, including salaries of employees during the time spent apprehending or endeavoring to apprehend the Defendant, expenses for private detectives, rewards, traveling expenses, telegrams, telephone calls, automobile expenses, railroad fares, meals and any and all other expenses or liabilities incurred by the Second Party or the Surety as necessary or incidental in apprehending or in endeavoring to apprehend the Deceivability for attorney's fees incurred by the Second Party or the Surety in making application to the Court for an order to vacate or set aside the order of forfeiture or the judgment entered thereon and even though such expenses may have been incurred before any order had been made forfeiting said bail bond or even though such expenses may have been incurred after the time for the setting aside of the forfeiture declared upon the said bail bond shall have expired; that an itemized statement of such expenses sworn to by the Second Party or any officer or attorney-in-fact of the Surety shall be accepted as prime facie evidence of the face and extent of such expenses in any and all suits hereunder. All money owing to the Second Party pursuant to this Agreement, **If your account becomes 5 days delinquent and is assigned to a collection agency, you agree to an additional management handling charge in the sum of \$250.00 being added to your account AND THE BAIL MAYBE REVOKED** There is a \$25.00 minimum late fee on all scheduled payments not received within five days of the due date.

#### FIFTH

This agreement shall apply to any and all other bail bonds executed for the Defendant on the same charge for which the above mentioned bail bond was executed or any other charge connected therewith or arising out of the same general transaction or circumstances regardless of whether said bail bond or bonds are filed before or after conviction or on appeal, but not in a greater amount.

#### SIXTH

That any and all money or other property which the undersigned or any of them have paid or deposited or may pay or deposit with the Second Party or the Surety, or which is or may at any time be in the hands of the Second Party or the Surety belonging to the undersigned, may be held by the Second Party or the Surety as collateral or at the option of the Second Party or the Surety may be applied as collateral security of indemnify for the matters contained herein or any of them. Nothing herein shall be a waiver by the depositor of any money or property or by any guarantor of any right or rights he may have or shall hereafter acquire in connection therewith as against the Surety.

#### SEVENTH

I understand that if the bail is ordered forfeited by the court, that I am responsible to pay court costs and reasonable appearance fees and reasonable attorney fees (a minimum of \$250.00 ) for the bail agency to reinstate or exonerate the bail bond if necessary.

#### EIGHTH

In making application for the hereinabove described bail bond, we warrant all of the statements made on the reverse of this page to be true and we agree to advise the Second Party or the Surety or its agent of any change (especially change of address) within 24 hours after such change has occurred and agree that any failure to so notify bond company shall be cause for the immediate surrender of Defendant back to jail bailed from. Any investigation needed to relocate the defendant will be billed at \$250.00 per hour.

#### NINTH

Cash Collateral will be held in an interest bearing account. Interest accrued will go to the bonding company for account maintenance and fees incurred by cash collateral.

#### TENTH

Conditions of being out on bail: Defendant must follow all laws and not get him/her self rearrested for any reason. Defendant must keep bail Bond Company informed of any change of phone numbers, home address, work, and status of court dates or case. If a check in schedule has been put in place, it must be followed. Violation of any of these conditions will result in being rearrested and bail bond or bonds revoked. Premium money owing and/or paid on this bond or bonds is fully earned and **not refundable.**

IN WITNESS WHEREOF THE UNDERSIGNED DO HEREBY ACKNOWLEDGE RECEIPT OF THE FOREGOING AGREEMENT AND VERILY STATE THAT THEY AND EACH OF THEM HAVE CAREFULLY READ THE SAME AND UNDERSTAND THE CONTENTS THERIN.

### PLEASE READ CAREFULLY

Signature \_\_\_\_\_ Date \_\_\_\_\_ Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Print Name \_\_\_\_\_