

# TOLER

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LIC # 1843065

## BAIL BONDS



- \_\_\_\_\_ 1. I have requested a bail bond for this defendant and have I not been threatened or forced to do so against my will.
- \_\_\_\_\_ 2. This indemnitor/guarantor checklist is intended to clarify and explain the standard surety bail bond agreement. It is also intended to point out the very, very high level of financial responsibility I am accepting.
- \_\_\_\_\_ 3. I understand I am responsible to make the payments for money due on the premium as described above. Finance charges are computed on any unpaid balance, on the 30<sup>th</sup> of each month at a rate of 10% (ten percent) per annum. There is a \$25.00 late fee on all scheduled payments not received within five days of the due date. The bond may be revoked if more than 5 days late.
- \_\_\_\_\_ 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 posted if the defendant does not appear in court, for every appearance and any other time ordered by the court, until the 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 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 a rate of \$250.00 per hour per investigator plus expenses or 10% of bond whichever is greater. Personal information you supply will be used to access your phone records and other information needed to locate the defendant if it becomes necessary.

Investigation costs will begin to accrue before or 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 bonds agreement, specifically, but not limited to Sections 5 and 11. 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 and reasonable attorney fees (a minimum of \$250.00) 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. If any collection action needs to be taken, a minimum \$250.00 fee will be charged. **If your account becomes 30 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.**

\_\_\_\_\_ 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. I declare that all statements made on the application and financial statements are true under the penalty of perjury. 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 myself or the criminal defendant.

\_\_\_\_\_ 14. I understand the obligation under this agreement is joint (both signers) or separately. 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 co-signers on the agreement.

\_\_\_\_\_ 15. Agreement of Venue: I agree that if legal action between the parties concerning the bail bond/bonds is brought, it shall be brought in and before a federal court in Sacramento County or state court in Solano or Napa County, in the State of California. If any legal action or proceeding is brought by either party to enforce any portion of this agreement, the prevailing party shall recover in addition to all other relief reasonable attorney fees and costs.

Signed: \_\_\_\_\_  
INDEMNITOR  
Print: \_\_\_\_\_  
INDEMNITOR  
DATE \_\_\_\_\_

\_\_\_\_\_  
DEFENDANT  
\_\_\_\_\_  
DEFENDANT  
\_\_\_\_\_  
AGENT