

American Contractors Indemnity Company



A MEMBER OF HCC SURETY GROUP
APPLICATION AND AGREEMENT
FOR SURETY BAIL BOND

D.O.B. Sex Face Moustache Height Weight Bond No. Amt. \$ Exec. Date Arr. Date Booking #
Hair Eyes Bond No. Amt. \$ Where Held
D. Marks Glasses Where Born Arr. By
S.S.# D.L.# C.I.L.# FBI.#

Booking Name A.K.A.
Charges Case # Date to Appear Time
Court Jud. Dist. Div. or Dept County

St. Add City Phone How long
Former Add City State How long
Years in City County State Last County Last State
Employed By Occupation Work Phone How long
Employer's Add Superior Mo. Income Shift
Previous Employer Address City When
Previous Arrest Charge Court County When
Disposition Previous Bail With Who Amount \$ Case Pending?
On Probation? Where Probation Officer
Vehicle - Make Model Year Color License #
Union Local # Co-Defendants

Credit Ref. & Accts. #'s

Spouse Add. Phone How Long
Employed By Add. City Work Phone
Occupation Superior Mo. Income How long
Married? - When Where Spouse's Maiden Name D.O.B.
Spouse's Vehicle - Make Model Year Color License #
Previous Spouse Add. City Phone
Children - Name & Age School
Mother Add. City Phone
Father Add. City Phone
Spouse's Mother Add. City Phone
Spouse's Father Add. City Phone
Def. Brother Add. City Phone
Def. Sister Add. City Phone
Personal Reference Add. City Phone
Personal Reference Add. City Phone

Indemnitor Add. City Zip

Social Security # D.L. # D.O.B. Relation to Def. Phone

Employed By Add. Phone
Occupation How Long Superior Monthly income

Bank Branch Account # Type Balance

Spouse Add. Phone

Employed By Add. Phone

Occupation How Long Superior Monthly income

Vehicle - Make Model Year Color License #

Registered Owner Legal Owner Liens

Real Property In Who's Name How Long

Lot Block Tract Maps in Book Page
Value Equity Financed By A.P. No.

Credit Ref. & Accts. #'s

I certify that the above is true and correct. I further understand this is an application for a type of credit, and authorize review of my credit history via credit reporting agency checks.

DATE SIGNATURE OF INDEMNITOR

STATEMENT OF INFORMATION REQUIRED BY SECTION 2100, CALIFORNIA REGULATORY CODE, AND WHICH MAY BE REQUIRED IN OTHER STATE

Full name of person supplying information Name of person negotiating bail Name of person receiving information
Address Address Date and time information received
Connection or relationship to defendant Connection or relationship to defendant Manner in which information received
If same was defendant, how did he communicate? Name of licensee who negotiated transaction Name of other agent involved and commission paid
I will Name of Attorney Name and sum paid unlicensed persons and service performed

Has consideration other than money received? YES NO If yes, explain in detail and attach statement

# SURETY BAIL BOND AGREEMENT

The undersigned, called 'First Party,' make application to \_\_\_\_\_ called 'Second Party,' for execution by AMERICAN CONTRACTORS INDEMNITY COMPANY, a corporation, called 'Surety' of a Bail Undertaking herein referred to as 'Bail Bond' in the penal amount of \$ \_\_\_\_\_ for

\_\_\_\_\_ called "principal"; and in consideration of Second Party arranging for execution of or continuance of this Bail Bond, First Party does jointly and severally agree as follows:

**FIRST:** To pay Second Party \$ \_\_\_\_\_ per annum for this Bail Bond. The premium is fully earned upon the release of Principal. The fact that Defendant may have been improperly arrested, or his bail reduced or his case dismissed, shall not obligate the return of any portion of said premium. This Bond is renewable each year. First Party agrees to pay to Second Party a renewal premium in the amount stated above, twelve months after the date on which this Bond was executed. If said renewal premium is not paid upon written demand therefor, Second Party or Surety has the right to surrender Principal, as provided in the California Penal Code, Section 1300, and exonerate the Bond.

**SECOND:** To reimburse Second Party and Surety for actual expenses incurred by Second Party or Surety in connection with the arranging and/or execution of Bail Bond or renewal or substitution thereof whether or not said Principal refuses to be released after arrangements have been initiated by Second Party, in accordance with the regulations of the Insurance Commissioner in effect at the time such expenses are incurred.

**THIRD:** To reimburse Second Party and Surety for actual expenses incurred and caused by a breach by the Principal of any of the terms for which the application and Bail Bond were written not in excess of the penal amount of the Bail Bond including all expenses or liabilities incurred as a result of searching for, recapturing or returning Principal to custody, incurred by Second Party or Surety or as necessary in apprehending or endeavoring to apprehend Principal, including legal fees incurred by Second Party or Surety in making application to a court for an order to vacate or to set aside the order of forfeiture or Summary Judgment entered thereon. However, no expenses or liabilities incurred for recapturing or returning Principal to custody shall be chargeable after the entry of Summary Judgment.

**FOURTH:** To pay Second Party or Surety, in the event that it is necessary for them to institute a suit or collection, for a breach of this agreement, a reasonable attorney's fee or collection fees which shall, in no event, be less than the sum of twenty-five dollars (\$25.00).

**FIFTH:** To pay Second Party or Surety as collateral upon demand, the penal amount of Bail Bond whenever Second Party or Surety, as a result of information concealed or misrepresented by the First Party or Principal or other reasonable cause, any one of which was material to hazard assumed, deems payment necessary to protect the Second Party or Surety hereunder. Where, as a result of judicial action, bail has been increased, and no collateral or insufficient collateral, in the sole discretion of Second Party or Surety, is furnished to indemnify against such increase in the bail. Second Party or Surety may demand such collateral as will indemnify them against such increased bail.

**SIXTH:** To pay to the Second Party or the Surety immediately upon the declaration of forfeiture of said Bail Bond the penal amount thereof.

**SEVENTH:** To aid Second Party or Surety in securing release or exoneration of Second Party or Surety from all liability under Bail Bond, including the surrender of Principal to Court should Second Party or Surety deem such action advisable.

**EIGHTH:** That all money or other property which the First Party has deposited or may deposit with the Second Party or the Surety may be applied as collateral security or indemnity for matters contained herein, and to accomplish the purposes contained herein, the Second Party and/or the Surety is authorized to lawfully levy upon said collateral in the manner provided by law and to apply the proceeds therefrom and any and all money deposited to payment of or reimbursement for the hereinabove liabilities, losses, costs, damages and expenses. If collateral received by Second Party is in excess of the bail forfeited, such excess shall be returned to the depositor immediately upon the application of the collateral to the forfeiture, subject to any claim of Second Party and Surety for unpaid premium or the hereinabove charges.

**NINTH:** Second Party or Surety shall not surrender Principal to custody prior to the time specified in the Bail Bond for the appearance of the Principal, or prior to any other occasion when the presence of the Principal in court is lawfully required, without returning all premium paid therefor, unless as a result of judicial action, information concealed or misrepresented by the Principal, or other reasonable cause, any one of which was material to the hazard assumed, the hazard was substantially increased and the additional premium, if any, for such increased hazard was not paid within a reasonable time.

**TENTH:** The obligations hereunder are joint and several and any amounts due shall bear interest at the maximum rate of interest allowed by law. The Second Party and the Surety shall not be first obliged to proceed against the Principal on Bail Bond before having recourse against the First Party or any one of them, the First Party hereby expressly waiving the benefit of law requiring the Second Party or the Surety to make claim upon or to proceed or enforce its remedies against the Principal before making demand upon or proceeding and/or enforcing its remedies against any one or more of the First Party.

**ELEVENTH:** In making application for Bail Bond, each of us warrants all statements made by him or her on this application and financial statement to be true, and we agree to advise Second Party or Surety of any change, including but not limited to change of address, telephone number or employment of either the Principal or of any of the First Party, or any other material change in circumstances, within forty-eight (48) hours after knowledge such change shall have occurred, and the First Party agrees that any failure to so notify shall be reasonable cause for the immediate surrender of the Principal.

**TWELFTH:** The undersigned agree that these obligations apply to all other Bail Bonds executed for the same charge for which the above mentioned Bail Bond was executed, or any charge arising out of the same transaction, regardless of whether said Bail Bonds are filed before or after conviction, but not in a greater amount.

**THIRTEENTH:** The surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond. Privacy notice: All nonpublic personal information gathered pursuant to the application shall not be disclosed except as permitted by law.

IN WITNESS WHEREOF, the First Party whose names are subscribed to the Bail Agreement executed herewith each represents: I have read the Bail Agreement and I know the contents thereof; that I hereby acknowledge receipt of a copy of said Bail Agreement; that I am the true and lawful owner of the property, whether real or personal, which is set forth in the Application for Bail (which Application is made a part hereof by reference as though herein set forth) is my property and that I own such property free and clear of all liens or encumbrances except as so noted, and I further promise not to transfer or encumber any of said property until my liability on said Bail Agreement has been released. I understand the Second Party and/or Surety is permitting the said bail to remain in force upon reliance of the statements made by me and I do hereby

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ set my hand.

DEFENDANT \_\_\_\_\_  
SIGNATURE

DEFENDANT NAME (PRINT OR TYPE) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

INDEMNITOR: \_\_\_\_\_  
SIGNATURE PRINT OR TYPE NAME

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ D.L. # \_\_\_\_\_ S.S. # \_\_\_\_\_ D.O.B. \_\_\_\_\_

INDEMNITOR: \_\_\_\_\_  
SIGNATURE PRINT OR TYPE NAME

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ D.L. # \_\_\_\_\_ S.S. # \_\_\_\_\_ D.O.B. \_\_\_\_\_

INDEMNITOR: \_\_\_\_\_  
SIGNATURE PRINT OR TYPE NAME

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ D.L. # \_\_\_\_\_ S.S. # \_\_\_\_\_ D.O.B. \_\_\_\_\_



**American Contractors Indemnity Company**

A member of HCC Surety Group  
9841 Airport Blvd., 9th Floor  
Los Angeles, CA 90045  
(310) 649-2663

**INDEMNITOR/GUARANTOR CHECKLIST**

**BOND**

**NO.:** \_\_\_\_\_

Bail Amount: \$ \_\_\_\_\_  
Premium Amount: \$ \_\_\_\_\_  
Amount Paid Down: \$ \_\_\_\_\_  
Unpaid Balance: \$ \_\_\_\_\_  
Cash Collateral: \$ \_\_\_\_\_

Date : \_\_\_\_\_  
Defendant : \_\_\_\_\_  
Jail : \_\_\_\_\_

( INITIAL HERE )

- \_\_\_\_\_ 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 \_\_\_\_\_ percent late fee 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 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 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 the investigation, location and apprehension time; pursuant to Title 10 CCR 2081(c), I will be billed for actual, necessary and reasonable expenses.  
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 \_\_\_\_\_) 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 \_\_\_\_\_ an hour. If any collection action needs to be taken a minimum \_\_\_\_\_ 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 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 exonerated from the court and provide it to the bail agency.
- \_\_\_\_\_ 13. This check list 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 change 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 \_\_\_\_\_ County in the State of \_\_\_\_\_.

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

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME (print): \_\_\_\_\_

NAME (print): \_\_\_\_\_

Received copy: \_\_\_\_\_



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9841 Airport Blvd., 9th Floor  
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**PLAIN TALK CONTRACT**

Contract Date: \_\_\_\_\_

Power No. \_\_\_\_\_

Bond Amount: \_\_\_\_\_

Premium Amount: \_\_\_\_\_

I understand that in signing this bond for obtaining the release of the defendant, \_\_\_\_\_

that I am responsible for him/her appearing in Court each time he/she is so ordered; also, if he/she fails to follow any and all instructions or orders of the Court or Forfeits this bond, and it becomes necessary to apprehend and surrender him/her to the Court, I understand that I am responsible for any and all expenses incurred as a result of such forfeiture and further, if such a forfeiture occurs and defendant is not surrendered to the Court within the time prescribed by law, I understand that I am required to pay the FULL AMOUNT of the bond posted, including any unpaid bail premium.

**I further understand that the premium owing and/or paid on this bond is fully earned upon the release of the defendant from custody. The fact that the defendant may have been improperly arrested, or his/her bail reduced, or his/her case dismissed, shall not obligate the return or forgiveness of any portion of the premium.**

**IMPORTANT NOTICE:**

**THERE IS A WAITING PERIOD OF APPROXIMATELY 30 DAYS FROM THE DATE THE BOND IS EXONERATED BEFORE COLLATERAL CAN BE RETURNED. WE MUST RECEIVE WRITTEN NOTICE FROM THE CLERK OF THE COURT.**

I am not a paid signer. I have no connection with a Bail Bond Consultant. I have read the above contract and understand it, and agree to fulfill ALL of the provisions therein.

Signed: \_\_\_\_\_  
DEFENDANT

\_\_\_\_\_  
INDEMNITOR

\_\_\_\_\_  
INDEMNITOR

\_\_\_\_\_  
AGENT