

# BAIL BOND AGREEMENT

WHEREAS, the undersigned, hereinafter called the First Party, whether one or more, have made or do now make applications to \_\_\_\_\_ hereinafter called the Second Party, to have executed or secure the execution by the \_\_\_\_\_, a corporation, hereinafter called the Surety, of a Bail Bond in the penal sum of \$ \_\_\_\_\_ on behalf of \_\_\_\_\_ hereinafter called the Defendant, and

WHEREAS, upon and with the express understanding and condition that this agreement would be executed by the First Parties, 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 Party and each of them do hereby jointly and severally agree and promise as follows:

### FIRST

**TO PAY TO THE SECOND PARTY TO SUM OF \$ \_\_\_\_\_** as 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 thereunder, and to pay the to Second Party charges for 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 save harmless the Second Party or the Surety from and against any and all liability, demands, expenses, attorney's 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 any 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 by law or the rules of the Insurance Commissioner.

### FOURTH

To reimburse the Second Party or the Surety, in an amount not to exceed the penal amount of the bail bond, for any and all expenses or liabilities incurred in searching for, recapturing or returning the 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 or air 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 Defendant, including also liability 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 fact and extent of such expenses in any and all suits hereunder. All money owing to the Second Party, pursuant to this Agreement, that is in arrears for a period of 30 days, shall accrue monthly at the highest legal rate of interest. Additionally, First Party hereby authorizes Second Party to conduct a credit check and other financial inquiries on First Party.

### 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 or indemnity for the matters contained herein or any of them. But 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

To pay the Second Party or the Surety attorney's fees in the event of suit hereunder for breach of this agreement incurred by the Second Party or the Surety under this indemnity agreement.

### 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 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the Defendant.

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 THEREOF and do now set

their hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Address \_\_\_\_\_

**PLEASE READ CAREFULLY AND TAKE COPY**

POWER NO. \_\_\_\_\_  
CASE \_\_\_\_\_  
COURT \_\_\_\_\_  
CHARGE(S) \_\_\_\_\_  
TO APPEAR \_\_\_\_\_

**STATEMENT OF INFORMATION REQUIRED BY RULING NO. 76**

Booking Name \_\_\_\_\_ True Name \_\_\_\_\_

Jail Location \_\_\_\_\_ Booking No. \_\_\_\_\_ Date of Arrest \_\_\_\_\_

Residence Address \_\_\_\_\_ City \_\_\_\_\_ How Long \_\_\_\_\_ Phone \_\_\_\_\_

Full name of person furnishing information

Full name of person negotiating for Bail

Address: No. Street City State

Address: No. Street City State

Connection with or relation to defendant

Connection with or relation to defendant

Date information received Time

Date information received Time

Manner in which information received

If bail negotiated with defendant, how did he commicate with you?

Name of Bail Agent or person receiving information

Name of Bail Agent negotiating for bail

1. Previous Addresses \_\_\_\_\_ City \_\_\_\_\_ How Long \_\_\_\_\_

2. How Long in City \_\_\_\_\_ Place of Birth \_\_\_\_\_ Date \_\_\_\_\_ Height \_\_\_\_\_ White \_\_\_\_\_

3. Distinguishing Mark or Characteristics \_\_\_\_\_ Weight \_\_\_\_\_ Hispanic \_\_\_\_\_

4. Scars--Tattoo Marks \_\_\_\_\_ Color of Eyes \_\_\_\_\_ Asian/Pacific Islander \_\_\_\_\_

5. Name of Employer \_\_\_\_\_ Occupation \_\_\_\_\_ Color of Hair \_\_\_\_\_ Black \_\_\_\_\_

6. Address \_\_\_\_\_ Phone \_\_\_\_\_ Complexion \_\_\_\_\_ American Indian \_\_\_\_\_

7. How Long at Present Job \_\_\_\_\_ Social Security No. \_\_\_\_\_ Glasses \_\_\_\_\_ Alaskan Native \_\_\_\_\_

8. Photographed or Fingerprinted \_\_\_\_\_ Where \_\_\_\_\_ Moustache \_\_\_\_\_ Other \_\_\_\_\_

9. Arrested Before \_\_\_\_\_ Offense \_\_\_\_\_ Sentence \_\_\_\_\_

10. Ever Bonded Before by Another Agency \_\_\_\_\_ Who \_\_\_\_\_

11. Make of Auto \_\_\_\_\_ Year \_\_\_\_\_ Finance Co. \_\_\_\_\_

11a. Drivers License No. \_\_\_\_\_ State \_\_\_\_\_

12. Lodge or Union or Service Org'n. \_\_\_\_\_ Where \_\_\_\_\_

13. Reference \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

14. Reference \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

15. Life Insurance \_\_\_\_\_ Amount \$ \_\_\_\_\_ Companies \_\_\_\_\_

16. Married Where \_\_\_\_\_ Date \_\_\_\_\_ Divorce \_\_\_\_\_ Date \_\_\_\_\_

17. Wife or Husband \_\_\_\_\_ Occupation \_\_\_\_\_ Phone \_\_\_\_\_ Address \_\_\_\_\_

18. Children \_\_\_\_\_ Address \_\_\_\_\_ Age \_\_\_\_\_ School \_\_\_\_\_

19. Father \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

20. Mother \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

21. Father-in-Law \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

22. Mother-in-Law \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

23. Brothers \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

24. Sisters \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

25. Attorney's Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Application taken by \_\_\_\_\_

# DEFENDANT'S FINANCIAL STATEMENT

*Every Question Must Be Answered*

Business or Occupation of Defendant \_\_\_\_\_

Other Income of Defendant \_\_\_\_\_

Name of Employer \_\_\_\_\_

\_\_\_\_\_

Street \_\_\_\_\_

Stocks or Bonds \_\_\_\_\_

City \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Other Personal Property \_\_\_\_\_

Salary or Earnings \_\_\_\_\_

D.O.B. \_\_\_\_\_

Name of Defendant's Bank \_\_\_\_\_

Make and Type of Defendant's Auto \_\_\_\_\_

Address \_\_\_\_\_

License No. \_\_\_\_\_ Motor No. \_\_\_\_\_

Savings  Commercial

Average Balance \$ \_\_\_\_\_

Registered Owner \_\_\_\_\_ Legal Owner \_\_\_\_\_

How Are Checks Signed? \_\_\_\_\_

Value \$ \_\_\_\_\_ Bal. Owing \$ \_\_\_\_\_

Additional Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## REAL PROPERTY OF DEFENDANT

1. Street Address \_\_\_\_\_

2. Street Address \_\_\_\_\_

APN# \_\_\_\_\_

APN# \_\_\_\_\_

Legal Description: Lot \_\_\_\_\_

Legal Description: Lot \_\_\_\_\_

Block \_\_\_\_\_

Block \_\_\_\_\_

Tract \_\_\_\_\_

Tract \_\_\_\_\_

As per map recorded in Bk \_\_\_\_\_ Page \_\_\_\_\_ Maps or M.R.

As per map recorded in BK \_\_\_\_\_ Page \_\_\_\_\_ Maps or M.R.

Kind of Property \_\_\_\_\_

Kind of Property \_\_\_\_\_

Value \$ \_\_\_\_\_ Encumbrances \$ \_\_\_\_\_

Value \$ \_\_\_\_\_ Encumbrances \$ \_\_\_\_\_

Record Owner of Property \_\_\_\_\_

Record Owner of Property \_\_\_\_\_

The defendant, whose name is subscribed to the bail bond agreement and defendant's statement executed herewith being duly sworn, deposes and says: I have read the within application for bond and I know the contents thereof; all the statements and representations contained in said application are true of my own knowledge and I do further verily state that I am the true and lawful owner of the property, whether real or personal, which is set forth above as being my property and that I own such property free and clear of all liens or encumbrances except as above noted, and I further promise not to transfer or encumber any of said property until my liability on said bail bond agreement has been released. I understand that the Surety herein is permitting said bail bond to remain in force upon reliance of the above statements made by me. I do hereby agree that the recording of this agreement shall constitute a lien on the above property until all monies due hereunder have been paid and all liability to the said Surety is completely exonerated.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_

State of \_\_\_\_\_

DEFENDANT

# FIRST INDEMNITOR'S FINANCIAL STATEMENT

*Every Question Must Be Answered*

Name \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ Phone \_\_\_\_\_  
Business or Occupation of Indemnitor \_\_\_\_\_  
Name of Employer \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ Phone \_\_\_\_\_  
Salary or Earnings \_\_\_\_\_  
Driver's License No. \_\_\_\_\_ D.O.B. \_\_\_\_\_  
Social Security No. \_\_\_\_\_  
Stocks or Bonds \_\_\_\_\_  
Make and Model of Indemnitor's Auto \_\_\_\_\_  
License No. \_\_\_\_\_ Motor No. \_\_\_\_\_  
In Whose Name Registered? \_\_\_\_\_  
Legal Owner or Value \$ \_\_\_\_\_ Bal. Owing \$ \_\_\_\_\_  
Name of Indemnitor's Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Savings or Commercial \_\_\_\_\_  
How are Checks Signed? \_\_\_\_\_  
Average Balance \$ \_\_\_\_\_

Indemnitor's Real Property  
Consists of \_\_\_\_\_  
Address \_\_\_\_\_  
APN# \_\_\_\_\_  
Legal Description:  
Lot \_\_\_\_\_ Block \_\_\_\_\_ Tract \_\_\_\_\_  
as per map recorded Bk \_\_\_\_\_ Page \_\_\_\_\_ Maps \_\_\_\_\_  
Value \$ \_\_\_\_\_ Encumbrances \$ \_\_\_\_\_  
Is Property Homesteaded? \_\_\_\_\_  
In Whose Name is Prop.? \_\_\_\_\_  
Indemnitor's Real Property  
Consists of \_\_\_\_\_  
Address \_\_\_\_\_  
APN# \_\_\_\_\_  
Legal Description:  
Lot \_\_\_\_\_ Block \_\_\_\_\_ Tract \_\_\_\_\_  
as per map recorded Bk \_\_\_\_\_ Page \_\_\_\_\_ Maps \_\_\_\_\_  
Value \$ \_\_\_\_\_ Encumbrances \$ \_\_\_\_\_  
Is Property Homesteaded? \_\_\_\_\_  
In Whose Name is Prop.? \_\_\_\_\_

# SECOND INDEMNITOR'S FINANCIAL STATEMENT

*Every Question Must Be Answered*

Name \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ Phone \_\_\_\_\_  
Business or Occupation of Indemnitor \_\_\_\_\_  
Name of Employer \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ Phone \_\_\_\_\_  
Salary or Earnings \_\_\_\_\_  
Driver's License No. \_\_\_\_\_ D.O.B. \_\_\_\_\_  
Social Security No. \_\_\_\_\_  
Stocks or Bonds \_\_\_\_\_  
Make and Model of Indemnitor's Auto \_\_\_\_\_  
License No. \_\_\_\_\_ Motor No. \_\_\_\_\_  
In Whose Name Registered? \_\_\_\_\_  
Legal Owner or Value \$ \_\_\_\_\_ Bal. Owing \$ \_\_\_\_\_  
Name of Indemnitor's Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Savings or Commercial \_\_\_\_\_  
How are Checks Signed? \_\_\_\_\_  
Average Balance \$ \_\_\_\_\_

Indemnitor's Real Property  
Consists of \_\_\_\_\_  
Address \_\_\_\_\_  
APN# \_\_\_\_\_  
Legal Description:  
Lot \_\_\_\_\_ Block \_\_\_\_\_ Tract \_\_\_\_\_  
as per map recorded Bk \_\_\_\_\_ Page \_\_\_\_\_ Maps \_\_\_\_\_  
Value \$ \_\_\_\_\_ Encumbrances \$ \_\_\_\_\_  
Is Property Homesteaded? \_\_\_\_\_  
In Whose Name is Prop.? \_\_\_\_\_  
Indemnitor's Real Property  
Consists of \_\_\_\_\_  
Address \_\_\_\_\_  
APN# \_\_\_\_\_  
Legal Description:  
Lot \_\_\_\_\_ Block \_\_\_\_\_ Tract \_\_\_\_\_  
as per map recorded Bk \_\_\_\_\_ Page \_\_\_\_\_ Maps \_\_\_\_\_  
Value \$ \_\_\_\_\_ Encumbrances \$ \_\_\_\_\_  
Is Property Homesteaded? \_\_\_\_\_  
In Whose Name is Prop.? \_\_\_\_\_

and

The indemnitors whose names are subscribed to the bond of indemnity executed herewith, each being duly sworn, deposes and says for himself or herself alone and not for the other: I have read the within bail bond agreement and I know the contents thereof, all the statements and representations contained in said financial statement are true of my own knowledge and I do further verily state that I am the true and lawful owner of the property, whether real or personal, which is set forth above as being my property and that I own such property free and clear of all liens or encumbrances except as above noted, and I further promise not to transfer or encumber any of said property until my liability on said bond of indemnity has been released. I understand that the Surety herein is permitting said bail bond to remain in force upon reliance of the above statements made by me. I do hereby agree that the recording of this agreement shall constitute a lien on the above property until all monies due hereunder have been paid and all liability to the said Surety completely exonerated.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_  
State of \_\_\_\_\_

1. \_\_\_\_\_  
2. \_\_\_\_\_

INDEMNITORS