

DIAZ BROTHERS BAIL BONDS INDEMNITOR/GUARANTOR CHECK LIST

Date: _____ Defendant: _____

Co-Signer(s): _____

Total Bail Amount: \$ _____ Premium Amount: \$ _____ Amount Paid Down: \$ _____

Bond # _____ Bond # _____ Bond # _____ Jail: _____

- _____ 1. I have read and received copy of the standard American Surety Agreement for surety bail bond.
- _____ 2. This indemnitor/guarantor checklist is intended to clarify and explain the standard American Surety Co., Agreement for surety bail bond.
- _____ 3. I understand I am responsible to make the payments for any money due to Diaz Brothers Bail Bonds on the premium as described above. Late fees are assessed 30 days after your due date at \$25.00 per month, and 10% interest per annum may be assessed.
- _____ 4. I understand that I am required to pay the amount of the bail bond premium every year, in advance hereafter, until the surety I legally discharged from all liability on the bonds posted.
- _____ 5. 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 within the time allowed by law, that I must pay the full amount of the bail forfeited plus expenses to the bail bond agent/agency.
- _____ 6. I understand I am responsible if it becomes necessary to arrest and surrender the defendant and that I am responsible for paying all reasonable cost incurred for locating, apprehending, transporting and surrendering the defendant to custody. Investigation costs will begin to accrue after 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. 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 7 of the checklist, will be charged if applicable and a receipt will be provided.
- _____ 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 fees (a minimum of \$250.00 in Monterey County may be more on out of county forfeitures necessary fees due upon demand), for the bail bond agency to reinstate or exonerate the bail bond if necessary.
- _____ 8. 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 cost.
- _____ 9. I understand that my collateral cannot be released until all bonds posted on my behalf or for defendant have been exonerated and written notice from the court received by the bail agency.
- _____ 10. 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.
- _____ 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 exonerated 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.
- _____ 12. This check list is intended to explain and clarify the standard American Surety Company, Agreement for Surety Bail, which is the entire contract with the bail agency. I understand that 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.
- _____ 13. I declare that all statements made on the application and financial statements are true. I agree to notify the bail agency, within 48 hours of any changes, including but not limited to any changes of address, or employment of either myself or the criminal defendant.
- _____ 14. 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 charges, even if there are other cosigners on the agreement.
- _____ 15. 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 Monterey County and in the State of California.
- _____ 16. Authorization to Release Information: I hereby authorize Diaz Brothers Bail Bonds to obtain any and all personal information pertaining to employment and or credit verification.
- _____ 17. Office Fees: I/we understand that I/we am/are responsible for any court fees, office administration fees (oaf) at \$50.00 an hour, manager administration fees (maf) at \$100.00 an hour, late fees of \$25.00 a month, \$25.00 NSF check fee, investigation fees at \$100.00 an hour, and legal and collection fees may be added in order to exonerate or collect any monies owed to Diaz Brothers Bail Bonds associated with above noted bonds(s).

I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE TERMS

SIGNATURE: _____ SIGNATURE: _____ SIGNATURE: _____

PRINT NAME: _____ PRINT NAME: _____ PRINT NAME: _____

DATE: _____ DATE: _____ DATE: _____