

BAIL AGREEMENT

The undersigned, called "First Party," makes application to _____ called "Second Party," for execution by the American Surety Company, an Indiana corporation, called "Surety," of a Bail Bond or 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 renewed 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 therefore, 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 any renewal or substitution thereof whether or not said Principal refuses to be released after arrangements have been initiated by Second Party.

THIRD: 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, 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 but not limited to expenses for private investigations, 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 THE SECOND PARTY OR THE SURETY IMMEDIATELY UPON THE DECLARATION OF FORFEITURE OF SIAD BAIL BOND THE PENAL AMOUNT THEREOF. The First Party is required to pay the full amount of any forfeited bail bond within 10 days from any demand and delivery of an itemized statement which will include a statement of Bond amount and any costs incurred as a result of a declaration of forfeiture of the bail bond. Unless the demand set forth herein has been made, American Surety Company shall not foreclose on any security until the Bond is actually due and payable to the court; Delivery shall be by U.S. Mail to the address provided by the First Party. If the First Party does not respond or pay the demanded amount within 10 days of the mailing of the notice, then American Surety Company shall have the right to proceed to immediate foreclosure on any collateral pledged to secure the Bond.

FOURTH: To pay the Second Party or the Surety, in the event that it is necessary for them to institute suit for a breach of this agreement, a reasonable Attorney's fees and costs to the prevailing party pursuant to the California Civil Code Section 1717.

FIFTH: That an itemized statement of such above expenses sworn to by the Second Party or any officer of the Surety shall be acceptable as prima facie evidence of the fact and extent of such expenses in any and all suits hereunder.

SIXTH: 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 judicial action, 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.

SEVENTH: To pay Second Party or Surety immediately upon entry of judgment resulting from a declaration of forfeiture of bail bond the penal amount thereof.

EIGHTH: To aid Second Party or Surety in securing the 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. Such aid shall specifically include the First Party's irrevocable consent and authorization to the Second Party, Surety and their agents to, at any time, enter upon and search the First Party's real property and chattel including any permanent or temporary residence, vehicle, vessel or aircraft.

NINTH: 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 the matters contained herein, and to accomplish the purposes contained herein, the Second party and/or Surety is authorized to lawfully sell said collateral security, and at any time and without notice of legal process and in its or their sole discretion, 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.

IMPORTANT: American Surety Company accepts, will be responsible for, and authorizes its representatives to accept only specific forms of collateral as security. THIS ACCEPTABLE COLLATERAL IS LIMITED TO:

1. CASH including cashier's checks, money orders and certified checks;
2. Properly assigned SAVINGS ACCOUNTS represented by passbooks, or properly assigned CERTIFICATES OF DEPOSIT;
3. Properly assigned STOCKS AND BONDS;
4. REAL ESTATE evidenced by properly executed mortgages, deeds of trust or confession of judgment in accordance with applicable state law. IMPORTANT:

Representatives are not authorized to accept and American Surety Company is not responsible for any type or form of collateral other than collateral enumerated above. Any other type or form of collateral is the sole responsibility of the Second Party.

TENTH: 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 therefore, 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 or charges, if any, for such increased hazard was not paid within a reasonable time.

ELEVENTH: 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 failure of the Principal to sign the Bail Bond, and benefit of law requiring the Second Party or the Surety to make claim upon or to proceed to 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.

TWELFTH: In making application for Bail Bond each of us warrants all statements made 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 or employment of either the Principal or of any of the First Party, additional charges placed against the Principal by any authority whatsoever, or any other material change in circumstances or financial conditions, 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 he Principal.

THIRTEENTH: 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. The undersigned waive notice of default and agree to reinstatement of any bonds after they have been forfeited.

IN WHITNESS 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 fully set forth) as being 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 agree that the recording of this agreement shall constitute a lien on the property in favor of the Second Party and/or Surety until all monies due under said Bail Agreement have been paid and all liability to the said Second Party and/or Surety is completely exonerated and do not set their hand this _____ day of _____ 20__.

The Defendant hereby warrants that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of inducing the Surety to become surety or to procure suretyship on the bond or undertaking applied for herein, with the intent and purpose that they be relied on fully.

In addition, the Defendant hereby authorizes and directs his relatives, employers, bankers, the Federal Social Security Administration, the Internal Revenue, the state Department of Disability Insurance, the United States Armed Forces, the state Division of Motor Vehicles, all Municipal, County, State and Federal Law Enforcement Agencies and any other persons or organizations having information concerning the Defendant's whereabouts to give such information to American Surety Company and its assigns and/or authorized representatives. The Defendant understands that any information obtained will be used for the purpose of securing his or her appearance and/or apprehension for Court appearance, and for the purpose of securing reimbursement for any expenses incurred as a result of Defendant's non-appearance. The Defendant hereby waives his or her rights with respect to the Privacy Act and authorizes the use of copies of this document by American Surety Company and its assigns and/or duly authorized representatives. In addition, if the Defendant escapes from the custody of American Surety Company and is subsequently captured in a State of the United States other than the one in which the original charge was filed, or in a foreign country, the Defendant does hereby agree to return voluntarily to the State of original jurisdiction, and does hereby waive extradition proceedings and further consents to the application of such force as may be necessary to effect such return.

I/WE HEREBY ACKNOWLEDGE THE AUTHORITY OF THE BAIL TO ARREST THE DEFENDANT AT ANY TIME AND AT ANY PLACE AND THEREFORE SPECIFICALLY AND IRREVOCABLY GRANT THE BAIL PERMISSION AND AUTHORITY TO ENTER UPON AND SEARCH ANY AND ALL REAL PROPERTY AND CHATTEL THAT IS OR REASONABLY BELIEVED BY THE BAIL TO BE UNDER MY POSSESSION, CONTROL OR OCCUPANCY AT ANY TIME FOR SUCH PURPOSE.

Defendant Name _____ Address _____ City _____ State _____ Zip _____

Cellular Phone _____ E-Mail Address _____ Drivers License _____ S.S. No. _____ Date of Birth _____

Employer _____ Address _____ City _____ Phone _____

Defendant Signature _____ Home Phone _____ Work Phone _____

Indemnitor Name _____ Address _____ City _____ State _____ Zip _____

Cellular Phone _____ E-Mail Address _____ Drivers License _____ S.S. No. _____ Date of Birth _____

Employer _____ Address _____ City _____ Phone _____

Indemnitor Signature _____ Home Phone _____ Work Phone _____

Indemnitor Name _____ Address _____ City _____ State _____ Zip _____

Cellular Phone _____ E-Mail Address _____ Drivers License _____ S.S. No. _____ Date of Birth _____

Employer _____ Address _____ City _____ Phone _____

Indemnitor Signature _____ Home Phone _____ Work Phone _____

FIRST INDEMNITOR'S FINANCIAL STATEMENT

Every Question Must Be Answered

Name
Street
City Phone
Cell Phone E-Mail Address
Business or Occupation
Of Indemnitor
Name of Employer
Street
City Phone
Salary or Earnings
Stocks or Bonds
Other Personal Property

Make and Type of Indemnitor's Auto
License No. Motor No.
In Whose Name Registered?
Legal Owner or Who Holds Pink Slip?
Value \$ Balance Owing \$

Name of Indemnitor's Bank
Address
Savings or Commercial
How Are Checks Signed?
Average Balance \$

Indemnitor's Real Property Consists of
Address
Legal Description

Lot Block Tract
As per map recorded in Bk Page Maps or M.R.
Value \$ Encumbrances \$

Is Property Homesteaded?
In Whose Name is Property?

Indemnitor's Real Property Consists of
Address
Legal Description:

Lot Block Tract
As per map recorded in Bk Page Maps or M.R.
Value \$ Encumbrances \$

Is Property Homesteaded?
In Whose Name is Property?

SECOND INDEMNITOR'S FINANCIAL STATEMENT

Every Question Must Be Answered

Name
Street
City Phone
Cell Phone E-Mail Address
Business or Occupation
Of Indemnitor
Name of Employer
Street
City Phone
Salary or Earnings
Stocks or Bonds
Other Personal Property

Make and Type of Indemnitor's Auto
License No. Motor No.
In Whose Name Registered?
Legal Owner or Who Holds Pink Slip?
Value \$ Balance Owing \$

Name of Indemnitor's Bank
Address
Savings or Commercial
How Are Checks Signed?
Average Balance \$

Indemnitor's Real Property Consists of
Address
Legal Description

Lot Block Tract
As per map recorded in Bk Page Maps or M.R.
Value \$ Encumbrances \$

Is Property Homesteaded?
In Whose Name is Property?

Indemnitor's Real Property Consists of
Address
Legal Description:

Lot Block Tract
As per map recorded in Bk Page Maps or M.R.
Value \$ Encumbrances \$

Is Property Homesteaded?
In Whose Name is Property?

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.

Indemnitor Indemnitor Indemnitor
State of
County of
On DATE before me, Notary Public, personally appeared NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.

Witness my hand and official seal. Notary Public My Commission Expires
CAPACITY CLAIMED BY SIGNER

INDIVIDUAL SIGNER IS REPRESENTING
CORPORATE OFFICER(S) Name of person(s) or Entity(ies)
PARTNER(S) LIMITED GENERAL
ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

FOR NOTARY SEAL OR STAMP

DEFENDANT'S FINANCIAL STATEMENT

Every Question Must Be Answered

Business or Occupation Of Defendant _____

Other Income of Defendant _____

Name of Employer _____

Stocks or Bonds _____

Street _____

City _____ State _____ Zip _____

Phone _____ Cell Phone _____

Other Personal Property _____

Salary or Earnings _____

Name of Defendant's Bank _____

Make and Type of Defendant's Auto _____

Address _____

License No. _____ Motor No. _____

Savings Commercial

Registered Owner _____

Average Balance _____

Legal Owner _____

How Are Checks Signed _____

Value \$ _____ Balance Owing \$ _____

Additional Remarks: _____

REAL PROPERTY OF DEFENDANT

1. Street Address _____

2. Street Address _____

Legal Description: Lot _____
Block _____
Tract _____

Legal Description: Lot _____
Block _____
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 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 completely exonerated. In addition, if the Defendant escapes from the custody of American Surety Company and is subsequently captured in a State of the United States other than the one in which the original charge was filed, or in a foreign country, the Defendant does hereby agree to return voluntarily to the State of original jurisdiction, and does hereby waive extradition proceedings and further consents to the application of such force as may be necessary to effect such return.

DEFENDANT

State of _____

County of _____ }

On _____ before me, _____ Notary Public, personally appeared _____

DATE

NAME, TITLE OFFICER-E.G. "JANE DOE, NOTARY PUBLIC"

NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

Witness my hand and official seal. _____ My Commission Expires _____

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER (S) _____ TITLE(S) _____
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT _____
- TRUSTEE(S) _____
- GUARDIAN/CONSERVATOR _____
- OTHER: _____

- SIGNER IS REPRESENTING Name of person(s) or Entity(ies) _____
- _____
- _____
- _____

FOR NOTARY SEAL OR STAMP